

LAW OFFICES

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

CLAUDE B. DUVAL
GEORGE ARCENEUX, JR.
KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
JAMES M. FUNDERBURK
CLAYTON E. LOVELL
ROSEMARY AZAR

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70361
August 8, 1979

TELEPHONE
876-6410
AREA CODE 504

Florence Jones Foster
Box 76, Route #2
Tryon, North Carolina 28782

Re: Louisiana Wood Simpson,
et al v. Shell Oil
Company, et al

Dear Client:

Enclosed please find your share of the proceeds in the registry of the court in the above matter in accordance with the Judgment and the Agreement of Compromise, Sale and Transfer.

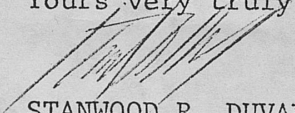
We also enclose a receipt which the Clerk of Court requests you sign and return to him at the address shown thereon.

Dow Chemical Company by court order will commence paying future royalty payments to you in accordance with your interest.

Also enclosed please find revised Exhibits A & B which should be attached to your copy of the Agreement of Compromise, Sale and Transfer. The revisions slightly increase your interest.

We hope this matter has been handled to your satisfaction.

Yours very truly,


STANWOOD R. DUVAL, JR.

SRDJr/pbc

Enclosures

THE HEIRSHIP OF TOBIAS GIBSON

Revised 11-17-78

<u>Contract Received</u>	<u>Heirs of Randall L. Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. Henry Field 3551 Main Highway Coconut Grove Miami, FL 33133	.018185	\$ 16.66	\$200.00
Yes	Mrs. Gale McLean (Mary Gibson) 11501 Piney Meetinghouse Road Rockville, MD 20857	.018185	\$ 16.66	
Yes	Mr. Robert S. Converse Davis Road Naples, NY 14512	.018185	\$ 16.66	\$ 16.66
Yes	Mrs. A. M. Deacon (Nancy Gibson) 71 Tower Hill Drive Port Chester, NY 10573	.034644	\$ 33.33	\$ 33.33
Yes	Mrs. Andrew P. Johnson (Alice M. Gibson)* Box 948 Wolfeboro, NH 03894	.073756	\$133.33	\$133.33
	Mrs. Francis Hartmann (Mary D. Gibson)* Deceased - heirs not located	.073756	\$ 33.33	
Yes	Rev. Randall Lee Gibson III 70 Charles Street Boston, MA 02114	.034644	\$ 33.33	\$ 33.33
Yes	Mrs. Robert L. Walsh (Virilinda Gibson) 5111 Cammack Drive, NW Washington, DC 20016	.006061	\$ 5.56	\$ 5.56
Yes	Mr. James H. McM. Gibson Box 356, Godfrey's Cove Road York Harbor, ME 03911	.006061	\$ 5.56	\$ 5.56
Yes	Mr. Randall Goodhart Gibson Route 2 Box 271 Santa Fe, NM 87501	.006061	\$ 5.56	\$ 5.56
	<u>Heirs of Tobias Gibson, Jr.</u>			
Yes	Mrs. Clay Simpson (Louisiana Wood) 1551 Tates Creek Road Lexington, KY 40502	.208266	\$200.00	\$200.00

*Also heir of Hart Gibson

THE HEIRSHIP OF TOBIAS GIBSON - Revised 11/17/78

<u>Contract Received</u>	<u>Heirs of Hart Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. J. Campbell Foster 5100 Dunvegan Road Louisville, KY 40222	.026033	\$ 33.33	\$ 33.33
Yes	Mrs. Hart Foster (Florence Jones) Box 76 Route #2 Tryon, NC 28782	.026033	\$ 33.33	\$ 33.33
Yes	Mrs. William Pettit (Dunster Foster)** Hanover Towers Apartments Lexington, KY 40502	.078149	\$ 33.33	\$ 66.67
<u>Heirs of Louisiana H. Gibson</u>				
Yes	Mrs. Carter Stanfill (Sarah Carter) 141 Forest Avenue Lexington, KY 40508	.083300	\$100.00	\$100.00
Yes	Mr. Joseph C. Carter P. O. Box 121 Versailles, KY 40383	.083300	\$100.00	\$100.00
<u>Heirs of Sarah T. Gibson</u>				
Yes	Mrs. G. Davis Buckner (Sarah Chenault) 461 North Limestone Street Lexington, KY 40508	.050385	\$100.00	\$100.00
Yes	Mrs. William List (Sarah Anderson) 1728 Mooreland Drive Lexington, KY 40502	.017008	\$ 33.33	\$ 33.33
Yes	Mrs. Harold Jones (Lucy Anderson) 500 Lake Tower Drive, Unit 51 Lexington, KY 40502	.017008	\$ 33.33	\$ 33.33
Yes	Mrs. Parker La Bach (Mary Anderson) 3006 Ashgrove Road Nicholasville, KY 40356	.017008	\$ 33.33	\$ 33.33
Yes	Old Ladies Home of Lexington c/o Mr. Rufus Lisle, President 101 East Vine Street Lexington, KY 40507	.101694	\$101.70	\$101.70

**Mrs. William Pettit,
by Act of Donation
dated May 22, 1978,
received the interest
(.052116) of Louisiana
Hart Gibson from
Kate W. Engelken, widow
of Frederick H.
Engelken, who was the
widower of Louisiana
Hart Gibson.

Working on Behalf of the Heirs

Mr. H. Foster Pettit
1500 First National Building
Lexington, KY 40507

Mr. H. Clay Simpson, Jr.
37 Greenbriar Road
Summit, NJ 07901

\$200.00

DOW CHEMICAL U.S.A.
TAX DEPT. 2030 BUILDING
MIDLAND, MICHIGAN 48640
36-1285128
(HOUSTON DOW CENTER)

Type or print
PAYER'S
name, address,
ZIP code, and
Federal
identifying
number.

Statement for
Recipients of **1979**
Miscellaneous
Income
Copy B
For Recipient

Recipient's identifying number	1 Rents 00	2 Royalties 618.07	3 Prizes and awards to nonem- ployees (No Form W-2 items) 00
Type or print RECIPIENT'S name, address, and ZIP code below. FLORENCE JONES FOSTER BOX 76 ROUTE 42 INYAN NC 28782		4 Other fixed or determinable income a. Amount 00	b. Source

If this form shows two or more recipients, the recipient whose Federal identifying number is shown is urged to file a Form 1087—MISC with the Internal Revenue Service for each of the other recipients and provide each with a copy. However, a husband or wife is not required to file a Form 1087—MISC to show payments for the other.

Form 1099—MISC

This information is being furnished to the Internal Revenue Service.

Department of the Treasury—Internal Revenue Service

DOW CHEMICAL U.S.A.
TAX DEPT. 2030 BUILDING
MIDLAND, MICHIGAN 48640
38-1285120
(HOUSTON DOW CENTER)

FOR THE STATE OF:
NORTH CAROLINA

Type or print
PAYER'S
name, address,
ZIP code, and
Federal
identifying
number.

Statement for
Recipients of **1979**
Miscellaneous
Income
Copy B
For Recipient

Recipient's identifying number	1. Rents \$00	2. Royalties \$13.07	3. Prizes and awards to nonem- ployees (No Form W-2 items) \$00
Type or print RECIPIENT'S name, address, and ZIP code below. LORENCE JONES FOSTER BOX 70 ROUTE #2 IRYON NC 28752		4. Other fixed or determinable income a. Amount \$00	b. Source

If this form shows two or more recipients, the recipient whose Federal identifying number is shown is urged to file a Form 1087—MISC with the Internal Revenue Service for each of the other recipients and provide each with a copy. However, a husband or wife is not required to file a Form 1087—MISC to show payments for the other.

This information is being furnished to the Internal Revenue Service.

Form 1099—MISC

Department of the Treasury—Internal Revenue Service

**Some materials
were not digitized
because of
privacy/sensitive
information
concerns.**

E-6

AFTER 5 DAYS RETURN TO
P. O. BOX 1912
WASHINGTON 13, D. C.

La-Dil material

Aug 20 - N.C.N. Baek & Co
21 79 G. Chul

EXHIBIT "A"

LIST OF OWNERS OF "COMPROMISE TRACT"
DESCRIBED IN THE FOREGOING "COMPROMISE, SALE,
TRANSFER AND AGREEMENT"

<u>Name</u>	<u>Decimal Interest</u>
Louisiana Wood Simpson	.118333
Henry Field	.009861
Robert S. Converse	.009861
Mary Preston Gibson McLean	.009861
Virlinda Gibson Walsh	.003287
James H. McM. Gibson	.003287
Randall G. Gibson	.003287
Rev. Randall Lee Gibson, III	.019722
Nancy Gibson Deacon	.019722
Alice M. Gibson Johnson	.041909
Dunster Foster Pettit	.044374
J. Campbell Foster	.014791
Florence Jones Foster	.014791
Sarah Carter Stanfill	.059167
Joseph C. Carter	.059167
Sarah Chenault Buckner	.019722
Sarah Anderson List	.006574
Lucy Anderson Jones	.006574
Mary Anderson LaBach	.006574
Old Ladies Home of Lexington, Kentucky	.052593
Clifford J. Humphreys	.007392
Cecile M. Matherne	.022183
John L. Twiggs	.022183
Jennings A. Bertheaud	.003700
Reine C. Bertheaud	.001851
Carol Bertheaud Doar	.001851
Ethelyn McKenzie Connor	.001234
Doris McKenzie de Armas	.001234
Betty McKenzie Cocreham	.001234
Patricia Lynn Weiss	.003700
Anita R. Hildreth	.005988
Alice P. Smith	.005988
Elizabeth Dunster Brolinson	.005988
Mary Duncan Gibson Keiffer	.005987
Susanne Breckenridge Stekovich	.005987
Anne H. Whitenight	.005987
Claude B. Duval	.088611
George Arceneaux, Jr.	.069436
Stanwood R. Duval, Jr.	.053460
James M. Funderburk	.044160
Charles L. Rivault, Jr.	.000661
Lawrence Rivault	.000661
Theodore Rivault	.000661
Ena Rivault	.000661
Catherine Rivault Landry	.000661
Emily Rivault Oubre	.000661
Evelyn M. Rivault	.000661



<u>Name</u>	<u>Decimal Interest</u>
Dorothy P. Christison	.002316
Michael E. Plett	.000579
Teresa Plett Toscano	.000579
Constance Plett Greely	.000580
Monica Plett	.000580
Huson & Wilkinson, Attorneys	.004631
Randall Scott Rivault	.000433
Debra Rae Rivault Bennett	.000433
Harry Robert Rivault, Jr.	.000433
Myrle Rivault Hebert	.001302
Gloria Rivault Wilbert	.001302
Nell Rivault Griffon	.001302
Edward B. Middleton, 	.001734
Donald Beattie	.008334
Arthur B. Trepagnier	.008334
Harold F. Trepagnier	.008334
May T. Campbell	.008334
Mrs. F. P. Setzler	.008334
Lucie Haygood Okey	.008232
Ann Haygood Bauman	.006174
Thomas Haygood	.008232
Lucille B. Haygood	.004116
Carol H. Batey	.002058
Caroline Okey McDavid	.004116
Suzanne H. Owen	.002058
J. David Haygood	.000686
Shawn K. Haygood	.000686
James M. Haygood	.000686
Rose C. Wilson	.008433
Mildred Humphreys Cosgrove	.010411
TOTAL-----	1.000000

EXHIBIT "B"

LIST OF OWNERS OF MINERAL ROYALTY INTERESTS
IN THAT PORTION OF "LL" RESERVOIR A SAND UNIT A,
INCLUDED IN THE "COMPROMISE TRACT"

<u>Name</u>	<u>Decimal Interest</u>
Louisiana Land & Exploration Company	.15000000
Louisiana Wood Simpson	.10039632
Henry Field	.00836629
Robert S. Converse	.00836629
Mary Preston Gibson McLean	.00836629
Virlinda Gibson Walsh	.00278876
James H. McM. Gibson	.00278876
Randall G. Gibson	.00278876
Rev. Randall Lee Gibson, III	.01673258
Nancy Gibson Deacon	.01673258
Alice M. Gibson Johnson	.03555651
Dunster Foster Pettit	.03764787
J. Campbell Foster	.01254901
Florence Jones Foster	.01254901
Sarah Carter Stanfill	.05019858
Joseph C. Carter	.05019858
Sarah Chenault Buckner	.01673258
Sarah Anderson List	.00557753
Lucy Anderson Jones	.00557753
Mary Anderson LaBach	.00557753
Old Ladies Home of Lexington, Kentucky	.04462105
Clifford J. Humphreys	.00627153
Cecile M. Matherne	.01882054
John L. Twiggs	.01882054
Jennings A. Bertheaud	.00313916
Reine C. Bertheaud	.00157043
Carol Bertheaud Doar	.00157043
Ethelyn McKenzie Connor	.00104695
Doris McKenzie de Armas	.00104695
Betty McKenzie Cocreham	.00104695
Patricia Lynn Weiss	.00313916
Anita R. Hildreth	.00508035
Alice P. Smith	.00508035
Elizabeth Dunster Brolinson	.00508035
Mary Duncan Gibson Keiffer	.00507950
Susanne Breckenridge Stekovich	.00507950
Anne H. Whitenight	.00507950
Claude B. Duval	.07517952
George Arceneaux, Jr.	.05891102
Stanwood R. Duval, Jr.	.04535664
James M. Funderburk	.03746631
Charles L. Rivault, Jr.	.00056081
Lawrence Rivault	.00056081
Theodore Rivault	.00056081
Ena Rivault	.00056081
Catherine Rivault Landry	.00056081
Emily Rivault Oubre	.00056081
Evelyn M. Rivault	.00056081

<u>Name</u>	<u>Decimal Interest</u>
Dorothy P. Christison	.00196494
Michael E. Plett	.00049124
Teresa Plett Toscano	.00049124
Constance Plett Greely	.00049208
Monica Plett	.00049208
Husen & Wilkinson, Attorneys	.00392904
Randall Scott Rivault	.00036737
Debra Rae Rivault Bennett	.00036737
Harry Robert Rivault, Jr.	.00036737
Myrle Rivault Hebert	.00110464
Gloria Rivault Wilbert	.00110464
Nell Rivault Griffon	.00110464
Edward B. Middleton,  Attorney	.00147116
Donald Beattie	.00707075
Arthur B. Trepagnier	.00707075
Harold F. Trepagnier	.00707075
May T. Campbell	.00707075
Mrs. F. P. Setzler	.00707075
Lucie Haygood Okey	.00698421
Ann Haygood Bauman	.00523816
Thomas Haygood	.00698421
Lucille B. Haygood	.00349210
Carol H. Batey	.00174605
Caroline Okey McDavid	.00349210
Suzanne H. Owen	.00174605
J. David Haygood	.00058202
Shawn K. Haygood	.00058202
James M. Haygood	.00058202
Rose C. Wilson	.00715474
*Mildred Humphreys Cosgrove	.01041100

TOTAL ----- 1.00000000

*Absentee - royalties to be paid to the Registry of the Court.

H. Foster Pettit Attorney at Law

May 8, 1978

Mrs. Hart Foster
Box 76, Route #2
Tryon, NC 28782

Re: Louisiana Wood Simpson et al
vs.
Shell Oil Company et al
No. 53144

Dear Aunt Florence:

I know you have been kept well informed on the progress of the effort to win for the heirs of Tobias Gibson certain monetary rights to natural gas being produced on that long-forgotten acreage in Louisiana. By now you should have received a letter from our attorney there, Stanwood R. Duval, Jr. Last week I had a long telephone conversation with him about the need to support the allegations of heirship by the petitioners with the best evidence available. In general, it will be necessary to show by affidavit or otherwise that each of the present generations claiming an interest, in fact, is entitled to do so.


Therefore, in your case you need to provide a copy of Uncle Hart's will, together with the information concerning where it is recorded. This link will prove as his widow your right to claim an interest.

If you have any questions please give me a call either at home (606-269-6073) or at my office (606-255-5546).

It appears that more money than we had thought has been set aside for this unleased interest, which makes the effort all the more interesting.

Mother and I are flying to Charleston, South Carolina, this weekend to watch Bill's son, Steve, graduate from The Citadel.

Very sincerely,



H. Foster Pettit

ml
cc: Stanwood R. Duval, Jr.

LAW OFFICES

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

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GEORGE ARCENEUX, JR.
KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
JAMES M. FUNDERBURK
ROBERT L. PICOU, JR.
CLAYTON E. LOVELL
WILLIAM F. DODD
ROSEMARY AZAR

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70360

TELEPHONE
876-6410
AREA CODE 504

November 9, 1978

Mr. H. Foster Pettit
Stites, McElwain & Fowler
210 First National Building
167 West Main Street
Lexington, Kentucky 40507

Re: Louisiana Gibson Wood
Simpson, et al vs. Shell
Oil Company, et al

Dear Foster:

This is to advise that the above matter has been fixed for trial for August 6 through 10, 1979. We have engaged in a substantial amount of legal research and the problems involved in the lawsuit are multifaceted.

One of the problems raised by LL&E is the fact that in the sale from George Carson Lawrason to Tobias Gibson reference is made to a power of attorney of John C. Beatty who acted for Lawrason. However, the power of attorney is not attached and not of record.

Although it is our opinion at this time that this problem can be certainly overcome, it still remains a problem. In addition, there is the problem of the language in the 1841 Act which in our opinion can be overcome.

However, it is our opinion that offering LL&E 15% of the minerals would be an excellent settlement with the Gibson heirs to own the land and 85% of the minerals. If this offer would be accepted by LL&E, we think it would avoid protracted litigation and, of course, obviate any possibility of losing the lawsuit.

As a note of interest, enclosed please find excerpt from the Confederate Military History concerning your illustrative relative, General Randall Lee Gibson.

We shall keep you posted on all developments.

Yours very truly,

STANWOOD R. DUVAL, JR.

SRDJr/pbc

Enclosure

cc: Mr. Clay Simpson

LAW OFFICES
DUVAL, ARCENEUX, LEWIS & FUNDERBURK

CLAUDE B. DUVAL
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KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
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ROSEMARY AZAR

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70360

TELEPHONE
876-6410
AREA CODE 504

October 30, 1978

Mr. H. Foster Pettit
Stites, McElwain & Fowler
210 First National Building
167 West Main Street
Lexington, Kentucky 40507

Dear Foster:

Enclosed please find duplicate original of the employment contract with the Old Ladies Home executed by me.

The Court has set a pre-trial conference for November 8, 1978, in this matter. At the pre-trial conference we will discuss the case with the other attorneys and the Court including settlement possibilities. Also, a trial date will be established.

As you know, LL&E is claiming title to the property based on a contract its ancestors in title had with the Atchafalaya Basin Levee District. LL&E is attacking our title since it was originally patented to George Carson Lawrason under an internal improvements warrant, although the State of Louisiana actually received the lands through the Swamp Lands Act. LL&E is relying on the language in the 1841 Congressional Act prohibiting assignments of internal improvements warrants prior to the issuance of the patent.

As we have advised, the warrant was applied for in the name of W. J. Paradis who assigned it to Lawrason (ancestor in title to Tobias Gibson) prior to the patent actually issuing. We have done a great amount of research on this question and many other legal questions, in addition to a substantial amount of work in attempting to put together all the factual pieces. It would take 40 or 50 pages to detail to you all the legal points and counter points. However, suffice it to say that it is our opinion that we have an excellent chance of succeeding in this law suit.

Mr. H. Foster Pettit
Page 2

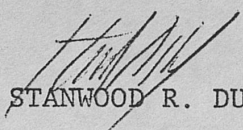
As you know, LL&E offered a settlement wherein they would receive 65% of the property and monies and the Gibson heirs would receive 35%. We, of course, summarily rejected this offer and have made a tentative counter offer to LL&E of a 1/48th royalty interest. This would simply mean that LL&E would receive about 2% of the mineral revenues and no interest in the property. LL&E has not yet given any response to the offer. We anticipate it being denied, however.

Enclosed please find affidavit of Lillia E. Humphreys Bethancourt together with a copy of the memorandum prepared by Shell attached thereto. Also enclosed is a copy of the contract of employment of Randall G. Gibson.

If you or any of the heirs need any more detailed information, please don't hesitate to contact me and I will provide it.

With kindest personal regards, I remain,

Very truly yours,


STANWOOD R. DUVAL, JR.

SRDJr/pbc

Enclosures

MEMORANDUM

TO: All Gibson Heirs

FROM: H. Foster Pettit

DATE: November 17, 1978

Since my last report to you, many things have occurred regarding our efforts to prove ownership of the 130 acres in Terrebonne Parish, Louisiana, from which natural gas is now being produced. In addition to our lawyers in Louisiana, several family members have been wandering through cemeteries in several states, examining family bibles and histories, as well as scrap books, old letters and newspaper clippings in order to put together accurate and complete facts about the descendants of Tobias Gibson who will be entitled to an interest in this property in Louisiana. It has been a complex job, which our lawyers in Louisiana have pursued with considerable diligence.

There can be no guess work in determining the exact percentage of interest owned by each heir or legatee, and that, in turn, can be affected by the exact dates of death of certain persons, the existence of heirs and many other factors. In any event, an affidavit incorporating our best information was prepared in July and executed by Dunster Foster Pettit, Louisiana Gibson Wood Simpson and Sarah Carter Stanfill. This affidavit constitutes an accurate family record of the Gibsons which, I am certain, has never been put together previously. One loose end of the July affidavit dealing with Claude Gibson has been subsequently tied down by the affidavit of Lillia E. Humphryes Bethancourt, a lady of considerable age who now resides in New Orleans, Louisiana.

Since the preparation of the affidavit, we have also determined that Mary Duncan Gibson Hartmann died November 8, 1970, a resident of Hampden Township, Cumberland County, Pennsylvania. She was the mother of seven daughters, one of whom was Mrs. William Starr of Mechanicsburg, Pennsylvania. However, we have been unable to locate any of these daughters, the survivors of whom are entitled to their mother's interest. Your help in finding these ladies is very much needed.

In July, a deposition was taken of each of the three ladies mentioned above in order to preserve their testimony for use at trial, should that become necessary.

In addition to the two affidavits mentioned above, I am enclosing the following items:

1. A letter from Stan Duval dated October 30, 1978, which constitutes a status report on this matter.
2. A letter from Stan Duval dated November 9, 1978, which suggests a favorable settlement on behalf of the Gibson heirs.
3. A more current Statement of Heirship regarding the heirs of Tobias Gibson, which includes the Old Ladies Home of Lexington, Kentucky, which is entitled to an interest under the will of Lucy Alexander Humphries. I have included the most current determination of ownership interest of each person expressed in decimals.

I invite each of you to study carefully the affidavits and make certain that the facts about which you are familiar are correct. We are constantly making improvements in our proof, and we certainly need your help in completing that job. I would be pleased to hear from any of you about the progress of this case.

LAW OFFICES

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

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GEORGE ARCENEUX, JR.
KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
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CLAYTON E. LOVELL
ROSEMARY AZAR

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70361

TELEPHONE
878-6410
AREA CODE 804

April 5, 1979

Mr. Foster Pettit
Stites, McElwain & Fowler
210 First National Building
167 West Main Street
Lexington, KY 40507

Re: Louisiana Gibson Wood Simpson,
et al Vs. Shell Oil Co., et al
No. 53144; Terrebonne Parish,
Louisiana

Dear Foster:

I am writing this letter to you with the request that a copy be forwarded to the Gibson heirs so that we might have their consent to an agreement we have worked out with Louisiana Land & Exploration Company, which claims title to the same property claimed by the Gibson Heirs. We recommend that the Gibson heirs conceptually accept the agreement as hereinafter outlined. Upon their doing so we will complete the agreements with LL&E and submit them to the Gibson heirs for their signatures.

You are generally familiar with some of the problems in our title but I do not believe that the other members of the family have been briefed on them. Therefore, let me just touch upon a few of the more serious problems.

A warrant for the property was issued by the State of Louisiana in 1848 to a Mr. Paradise under the Internal Improvements Act of the Congress in 1841. This act provided that any transfer of the property prior to patent would be null and void. Subsequently, in 1850 Mr. Paradise transferred the warrant to a Mr. Lawrason, who entered the property and made application for patent. The State Land Office records disclose that a patent was issued to Lawrason on March 18, 1853. On April 15, 1853, an entry was made rejecting the list by which the patent issued. Lawrason apparently received the patent but it is no where to be found. In 1852 Lawrason sold the property to Tobias Gibson in a deed wherein a man named Beatty was acting for Lawrason by virtue of an alleged power of attorney. This power of attorney was never filed in the conveyance records and if it existed it was destroyed in a fire in the notary's office in New Orleans. The Gibson heirs never paid any taxes on the property.

Mr. Foster Pettit
April 5, 1979
Page 2

As you can see there exists some serious problems to be overcome.

Louisiana Land & Exploration Co. claims title to the property by virtue of tax sales in 1890 and 1892. We contend that the tax sales were based on an erroneous assessment and are therefore invalid.

The property consists of approximately 132 acres. Of this acreage 8 acres are in a producing gas unit. The remainder of the acreage, i.e., 124 acres is not in production and lies outside of the gas unit. By virtue of our lawsuit Dow Chemical Company, Operator of the unit in which the 8 acres are located deposited the proceeds of production, less drilling and operating costs, in the registry of the court. There is now \$420,000.00 in the registry of the court and the proceeds of production, less operating costs, on this 8 acres amounts to approximately \$10,000.00 per month.

With the foregoing preface let me now set out the agreement which we reached with LL&E subject to the approval of the Gibson heirs.

1. LL&E is to transfer all of its right, title and interest to the Gibson heirs without warranty of title.
2. LL&E is to receive a 15% royalty in the production from the 8 acres included in the producing unit, less all costs of drilling and operation to April 1, 1979. Stated in another way, LL&E would receive 15% of the funds accumulated in the registry of the court and thereafter would receive 15% of the production as a royalty interest which would not bear any part of the operating costs. The operating costs thus far are very small amounting to approximately \$400.00 per month.
3. After April 1, 1979 the working interest costs are to be paid by the Gibson heirs.
4. LL&E's royalty interest acquired from the Gibson heirs would be without warranty of title except that the Gibson heirs would warrant the title only to the extent of their own acts.
5. The Gibson heirs are free to work out with other interest owners a pro-rata contribution of the royalty transferred to LL&E. As you will note from the memorandum attached, we represent a maximum of 81%. Some of the other interest owners have not been located and some small interests are represented by two other attorneys.

MEMORANDUM

TO: All Gibson Heirs
FROM: H. Foster Pettit *H. Foster Pettit*
DATE: April 20, 1979
SUBJECT: Gibson Heirs vs. Shell Oil Co., et al

I am happy to enclose a recent letter from our attorney, Stanwood Duval, in which he presents our legal position concerning the title to the Tobias Gibson property in Louisiana. He also describes in detail a proposed settlement between the Gibson heirs and the Louisiana Land and Exploration Company.

I urge each of you to examine carefully Mr. Duval's letter and Exhibit "A" which describes the estimated current and future division of the proceeds of production from this property. Having examined it carefully myself, I strongly support the proposition that we should accept the proposal and conclude the matter as quickly as possible.

I would like to make the following observations for your benefit:

1. While I would prefer the legal position of the Gibson heirs in contrast to the position of L.L. & E., there do remain substantial questions to be overcome for the Gibson heirs to prevail in a contested lawsuit. It would be very possible for us to lose our claim altogether.

2. Exhibit "A" contemplates a legal fee of 29% of the fee title to all of the 132 acres, including production proceeds, which will now and in the future inure to the benefit of the Gibson heirs. The contract of employment for our attorneys provides a 25% contingent fee if there was a "settlement" after suit was filed, but before a trial. A 33-1/3% fee would follow for any success after trial. While this settlement proposal avoids a contested lawsuit with Louisiana Land and Exploration Co., it will be necessary for our attorneys to prepare for a trial and present complete evidence to prove heirship of all Gibson heirs and others that join us before the hearing in August. Also, our attorneys must negotiate with other "owners" who are not Gibson heirs in order to obtain their agreement to the settlement and make sure that such persons share in the royalty interest being paid to L.L. & E.

TO: Gibson Heirs
DATE: April 20, 1979
Page 2

Our attorneys have worked very hard for the past 18 months, and more importantly, they have achieved success in establishing the claim of the heirs of Tobias Gibson to this "lost" property. I believe that the compromise interpretation of the existing employment agreement is fair. Clay Simpson, Jr., agrees with me and I hope each of you will also, so that we can proceed to resolve this matter quickly for the benefit of all.

3. This settlement will preserve the property rights of the Gibson heirs for all times in the entire tract of land, 132 acres. Future production, both from the 8 acres and the remainder, will inure to these heirs in accordance with the settlement proposal. We should also keep in mind the value of the present use of this money as contrasted with delays which could be extensive if appeals are prosecuted.

4. A word of explanation about terminology included in Mr. Duval's letter:

A royalty interest (RI) is normally the reward of a property owner when producing properties have been leased to the company that drills the wells.

A working interest (WI) is the interest reserved for the company that leases the land and risks its money to drill the wells.

Normally a royalty interest bears no cost to develop the property. However, in our case the 8 acres of land which is in the producing pool was not leased and, therefore, the property owners are entitled to the value of all of the production, less development costs. Of course, our situation has developed uniquely, because we are compromising our interest, advantageously we believe, in order to make certain our present and future ownership of the property. The royalty interest being reserved in this proposal for L.L. & E. under Louisiana law will be restored to the land owners should there be the passage of ten years without any production. L.L. & E. is not obtaining by this settlement any fee title to the land and minerals.

Please call or write me immediately regarding your position on this settlement proposal, so that Stan Duval can proceed to consummate the settlement in writing, should that be the wish of the heirs.

Also, please provide any information you can about the seven daughters of Mary Duncan Gibson Hartmann who died November 8, 1970,

TO: Gibson Heirs
DATE: April 20, 1979
Page 3

in Mechanicsburg, Pennsylvania. I am enclosing a copy of the death certificate which includes the name of Mrs. William Starr, who presumably is one of her daughters. I do have the name and telephone number of the widow of the first husband of Mary Duncan Gibson Hartmann, who is the father of four of these daughters. I will continue to try and reach her. This valuable information came from Andrew Johnson, husband of Alice Gibson Johnson.

cc: Mr. Stanwood Duval

P. S. Eureka! Since preparing this memorandum, I have just talked with Mrs. Wirt Russell Robinson and she is sending to me immediately the names and addresses of the seven daughters of Mary Duncan Gibson Hartmann, who are very much alive. After these ladies join with each of you in the employment of Stanwood Duval and in the settlement proposal, if that is the wish of each of you, then each of your shares will be slightly increased. This will occur because the 77% (Gibson heirs) now represented by Stanwood Duval will increase to approximately 82.9%, thus reducing the burden of the royalty interest being paid to L.L. & E. as well as other expenses.

Mr. Foster Pettit
April 5, 1979
Page 3

6. The Gibson heirs are to have executive rights; that is the bonus or rentals under any lease would come to them.

7. LL&E would receive a one-eighth (1/8) (12.5%) royalty in the acreage which lies outside of the producing unit which at this point is unleased and not in production.

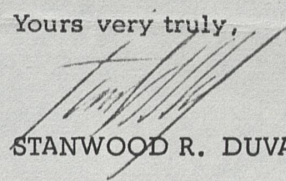
We have attached a memorandum which shows the decimal interests of the Gibson heirs that we represent, the interest that we would receive as the attorneys together with the decimal interest in the monthly proceeds of production. We have made an estimate of the dollar value to each of the parties.

After an agreement is confected with LL&E it will still be necessary for us to go to trial and present evidence of our title together with proof of heirship. We will, of course, also have LL&E's title at that point.

Since it is necessary that we move rapidly in this somewhat complex undertaking, we would appreciate an early response from all of the Gibson heirs indicating their consent to the agreement with LL&E. As I have said we strongly recommend that they so consent and feel that we have worked out the very best agreement under the circumstances.

If you should have any question, please do not hesitate to let us hear from you.

Yours very truly,



STANWOOD R. DUVAL, JR.

SRDjr/dv
Enclosure

H. Foster Pettit Attorney at Law

*Gilbert F. duval
met 6/78*

February 13, 1978

Mr. Stanwood R. Duval, Jr.
Duval, Arceneaux, Lewis & Funderburk
P. O. Box 3017
Houma, LA 70361

Dear Stan:

Believe it or not, the Gibson heirs are mobilizing and ready to support your efforts to make us all rich through natural gas-producing properties in Terrebonne Parish, Louisiana. With the strong support of Clay Simpson, Jr., we have forwarded copies of the Contract of Employment of your law firm and a letter of explanation from me. The response has been very encouraging, and it is the purpose of this letter to deliver to you those executed contracts with accompanying checks representing a pro rata share of the \$1,000 retainer fee.

I feel certain that additional contracts and checks will be forthcoming soon so that you will know exactly whom you represent.

Attached to this letter, you will find the following items:

1. A copy of a letter from me to all the Gibson heirs explaining the purpose and need of the employment contract.
2. A schedule of heirs who have returned and executed contracts of employment together with their appropriate checks.
3. Contracts of Employment executed by various heirs as listed on the schedule.
4. Checks received to date for your law firm representing the pro rata share of the \$1,000 retainer fee.

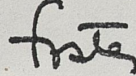
Mr. Stanwood R. Duval, Jr.
February 13, 1978
Page 2

I look forward to your first report about the filing of a law suit, and you may be assured that you will be receiving additional contracts as they arrive.

Clay Simpson, Jr., Henry Field, Dunster Pettit, and James Gibson have advanced some money in order to permit the legal effort to proceed promptly. Also, I have talked with Joe Carter and Mrs. Parker Le Bach who intend to forward their contracts and checks soon.

If you have any questions, please give me a call.

Sincerely,



H. Foster Pettit

Enclosures

cc: All Gibson heirs

THE HEIRSHIP OF TOBIAS GIBSON

Corrected as of 2-14-78

<u>Contract Received</u>	<u>Heirs of Randall L. Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. Henry Field 3551 Main Highway Coconut Grove Miami, FL 33133	1/60	\$ 16.66	\$200.00
	Mrs. Gale McLean (Mary Gibson) 11501 Piney Meetinghouse Road Rockville, MD 20857	1/60	\$ 16.66	
Yes	Mr. Robert S. Converse Davis Road Naples, NY 14512	1/60	\$ 16.66	\$ 16.66
	Mrs. A. M. Deacon (Jean Gibson) 71 Tower Hill Drive Port Chester, NY 10573	1/30	\$ 33.33	
	Mrs. Andrew P. Johnson (Alice Gibson)* Box 948 Wolfsboro, NH 03894	4/30	\$133.33	
	Mrs. Francis Hartmann (Mary D. Gibson)* address unknown	1/30	\$ 33.33	
	Rev. Randall Gibson 125 Mount Vernon Street Boston, MA 02108	1/30	\$ 33.33	
Yes	Mrs. Robert L. Walsh (Virilinda Gibson) 5111 Cammack Drive, NW Washington, DC 20016	1/180	\$ 5.56	\$ 5.56
Yes	Mr. James H. McM. Gibson Box 356, Godfrey's Cove Road York Harbor, ME 03911	1/180	\$ 5.56	\$ 5.56
	Mr. Randall Goodhart Gibson Route 2 Box 271 Sante Fe, NM 87501	1/180	\$ 5.56	\$ 5.56
	<u>Heir of Tobias Gibson, Jr.</u>			
Yes	Mrs. Clay Simpson (Louisiana Wood) 1551 Tates Creek Road Lexington, KY 40502	1/5	\$200.00	\$200.00
	*Also heir of Hart Gibson			

The Heirship of Tobias Gibson - Corrected as of 2/14/78

<u>Contract Received</u>	<u>Heirs of Hart Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. J. Campbell Foster 5100 Dunvegan Louisville, KY 40222	1/30	\$ 44.00	\$ 33.33
	Mrs. Hart Foster (Florence Jones) Box 76 Route #2 Tryon, NC	1/30	\$ 33.33	
Yes	Mrs. William Pettit (Dunster Foster) Hanover Towers Apartments Lexington, KY 40502	1/30	\$ 33.33	\$ 66.67
<u>Heirs of Louisiana H. Gibson</u>				
Yes	Mrs. Carter Stanfill (Sarah Carter) 141 Forest Avenue Lexington, KY 40508	1/10	\$100.00	\$100.00
	Mr. Joseph C. Carter P. O. Box 121 Versailles, KY 40383	1/10	\$100.00	
<u>Heirs of Sarah T. Gibson</u>				
Yes	Mrs. G. Davis Buckner (Sarah Chenault) 461 North Limestone Street Lexington, KY 40508	1/10	\$100.00	\$100.00
Yes	Mrs. William List (Sarah Anderson) 1728 Mooreland Drive Lexington, KY 40502	1/30	\$ 33.33	\$ 33.33
Yes	Mrs. Harold Jones (Lucy Anderson) 500 Lake Tower Drive Unit 51 Lexington, KY 40502	1/30	\$ 33.33	\$ 33.33
	Mrs. Parker Le Bach (Mary Anderson) 3006 Ashgrove Road Nicholasville, KY 40356	1/30	\$ 33.33	

Working on Behalf of the Heirs

Mr. H. Foster Pettit
1500 First National Building
167 West Main Street
Lexington, KY 40507

Mr. H. Clay Simpson, Jr.
37 Greenbriar Road
Summit, NJ 07901

\$200.00

LOUISIANA WOOD SIMPSON,)	32ND JUDICIAL DISTRICT COURT
ET AL)	
)	
VERSUS NO. 53144)	
)	PARISH OF TERREBONNE
SHELL OIL COMPANY, DOW)	
CHEMICAL COMPANY and)	
QUINTANA PETROLEUM)	
CORPORATION)	STATE OF LOUISIANA

AMENDED AND SUPPLEMENTAL PETITION

Now into court, through undersigned counsel come plaintiffs in the above captioned matter and avers that they wish to amend and supplement their petition on the following particulars:

-1-

Plaintiffs wish to amend the original petition to add the names of the following persons as plaintiffs, Mrs. Nancy Gibson Deacon, Mrs. Alice M. Gibson Johnson, Rev. Randall Lee Gibson, III, Mrs. Florence Jones Foster, Joseph C. Carter, and Mrs. Mary Anderson La Bach so that the introduction of the petition reads as follows:

Mrs. Louisiana Wood Simpson, of full age and a resident of the City of Lexington, Kentucky;
Henry Field, of full age and a resident of the City of Miami, Florida;
Robert S. Converse, of full age and a resident of the City of Naples, New York;
Mrs. Nancy Gibson Deacon, of full age and a resident of Port Chester, New York;
Mrs. Alice M. Gibson Johnson, of full age and a resident of Wolfsboro, New Hampshire;
Rev. Randall Lee Gibson III, of full age and a resident of Boston, Massachusetts;
Mrs. Virlanda Gibson Walsh, of full age and a resident of the City of Washington, D.C.;
James H. McM. Gibson, of full age and a resident of the City of York Harbor, Maine;
J. Campbell Foster, of full age and a resident of the City of Louisville, Kentucky;

Mrs. Florence Jones Foster, of full age and a resident of Tryon, North Carolina;
Mrs. Dunster Foster Pettit, of full age and a resident of the City of Lexington, Kentucky;
Mrs. Sarah Carter Stanfill, of full age and a resident of the City of Lexington, Kentucky;
Joseph C. Carter, of full age and a resident of Versailles, Kentucky;
Mrs. Sarah Chenault Buckner, of full age and a resident of the City of Lexington, Kentucky;
Mrs. Sarah Anderson List, of full age and a resident of the City of Lexington, Kentucky;
Mrs. Lucy Anderson Jones, of full age and a resident of the City of Lexington, Kentucky;
Mrs. Mary Anderson La Bach, of full age and a resident of Nicholasville, Kentucky;

-2-

Through inadvertence and error the name of some of the plaintiffs were misspelled in the original petition and have been corrected in this amended and supplemental petition as set forth hereinabove.

-3-

That additionally the names of the parties added as additional plaintiffs herein shall be deleted from the list of nominal and absentee defendants appearing in Paragraph 4 of the petition and Paragraph 4 of the petition shall now read as follows:

4.

That the following named persons are made nominal and absentee defendants herein under the provisions of La. Code of Civil Procedure Article 644 as they are indispensable parties to the adjudication of this lawsuit:

- 1) Mrs. Mary D. Gibson Hartmann, address unknown;
- 2) Mrs. Mary Gibson McLean, 11501 Piney Meetinghouse Road, Rockville, MD 20857;
- 3) Randall Goodhart Gibson, Route 2, Box 271, Sante Fe, NM 87501.

-4-

That Paragraph 5 of the prayer shall be amended to include the additional plaintiffs named herein and should read as follows:

5) After the expiration of all legal delays and after all due proceedings are had that there be judgment herein in favor of plaintiffs, Mrs. Louisiana Wood Simpson, Henry Field, Robert S. Converse, Mrs. Nancy Gibson Deacon, Mrs. Alice M. Gibson Johnson, Rev. Randall Lee Gibson III, Mrs. Virilinda Gibson Walsh, James H. McM. Gibson, J. Campbell Foster, Mrs. Florence Jones Foster, Mrs. Dunster Foster Pettit, Mrs. Sarah Carter Stanfill, Joseph C. Carter, Mrs. Sarah Chenault Buckner, Mrs. Sarah Anderson List, Mrs. Lucy Anderson Jones, and Mrs. Mary Anderson La Bach, and against the defendants, Shell Oil Company, Dow Chemical Company and Quintana Petroleum Corporation, ordering the defendants to account to the plaintiffs for all funds received by defendants from sales of production attributable to plaintiff's land and that judgment be rendered ordering defendants to pay to plaintiffs said funds, together with legal interest thereon from date of judicial demand and for all costs of these proceedings.

WHEREFORE, reiterating the prayer of the original petition as though set forth at length herein subject to the amendments set forth herein plaintiffs pray that their amended and supplemental petition be filed.

And for all general and equitable relief.

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

BY: H. Stanwood R. Duval, Jr.
STANWOOD R. DUVAL, JR.

504 Belanger Street
Houma, Louisiana 70360
(504) 876-6410
Attorneys for plaintiffs

PLEASE SERVE DEFENDANTS:

Shell Oil Company through its registered agent for service of process; Dow Chemical Company through its registered agent for service of process; Quintana Petroleum Corporation through its registered agent for service of process:

C. T. Corporation System
1300 Hibernia Building
New Orleans, Louisiana 70112

Mrs. Mary D. Gibson Hartmann, Mrs. Mary Gibson McLean, and Randall Goodhart Gibson through attorney ad hoc:

Huntington B. Downer
423 Goode Street
Houma, Louisiana 70360

FILED

APR 5 1978

DEPUTY CLERK OF COURT
PARISH OF TERREBONNE, LA.

H. Foster Pettit Attorney at Law

May 8, 1978

Mrs. Hart Foster
Box 76, Route #2
Tryon, NC 28782

Re: Louisiana Wood Simpson et al
vs.
Shell Oil Company et al
No. 53144

Dear Aunt Florence:

I know you have been kept well informed on the progress of the effort to win for the heirs of Tobias Gibson certain monetary rights to natural gas being produced on that long-forgotten acreage in Louisiana. By now you should have received a letter from our attorney there, Stanwood R. Duval, Jr. Last week I had a long telephone conversation with him about the need to support the allegations of heirship by the petitioners with the best evidence available. In general, it will be necessary to show by affidavit or otherwise that each of the present generations claiming an interest, in fact, is entitled to do so.

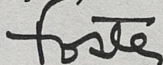
Therefore, in your case you need to provide a copy of Uncle Hart's will, together with the information concerning where it is recorded. This link will prove as his widow your right to claim an interest.

If you have any questions please give me a call either at home (606-269-6073) or at my office (606-255-5546).

• It appears that more money than we had thought has been set aside for this unleased interest, which makes the effort all the more interesting.

Mother and I are flying to Charleston, South Carolina, this weekend to watch Bill's son, Steve, graduate from The Citadel.

Very sincerely,



H. Foster Pettit

ml
cc: Stanwood R. Duval, Jr.

H. Foster Pettit Attorney at Law

MEMORANDUM

TO: All Gibson heirs
FROM: H. Foster Pettit
DATE: April 24, 1978
SUBJECT: Louisiana Wood Simpson, et al vs.
 Shell Oil Company, et al
 No. 53144
 Parish of Terrebonne, Louisiana

H. Foster Pettit

I am happy to enclose a copy of an amended and supplemental petition filed in the above action on your behalf by our attorney, Stanwood R. Duval, Jr. This pleading was filed in order to include the heirs who have recently forwarded to me an executed contract.

I talked with Stan Duval last Friday and he was very encouraged about his conversations with the attorneys for the defendants. He plans to confer with them this week and he will thereafter forward to each of you a report on the status of the case. It appears that the defendants are taking our law suit seriously. Hooray! Hooray!

LAW OFFICES

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

CLAUDE B. DUVAL
GEORGE ARCENEUX, JR.
KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
JAMES M. FUNDERBURK
ROBERT L. PICOU, JR.
CLAYTON E. LOVELL

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70361

TELEPHONE
878-6410
AREA CODE 504

May 3, 1978

Mr. H. Foster Pettit
1500 First National Building
167 West Main Street
Lexington, KY 40507

Mr. H. Clay Simpson, Jr.
37 Greenbriar Road
Summit, NJ 07901

Re: Gibson heirs vs.
Dow Chemical Co., et al

Dear Foster and Clay:

We have directed this letter to you and are sending copies to all heirs for whom we have addresses.

We have determined that a portion of the subject property was included in a producing unit. This is quite unusual since the property is unleased. Therefore, a suit was instituted for an accounting against Dow, Shell and Quintana, producers and operators involved in the unit. The attorney for Dow and Quintana has informed me that approximately the sum of \$380,000.00 has already accrued to the portion of the property included in the unit and the unit is still producing. The attorney also advised me that his clients were going to place the money in the registry of the court and interplead the Gibson heirs and Louisiana Land and Exploration Company to adjudicate the respective claims to the property and minerals.

Under no circumstances will we dismiss our suit for an accounting as we do not want to acknowledge the right of the oil company to interplead.

He has also informed me that Louisiana Land & Exploration Co. is a potential adverse claimant, although it is our opinion that your title is superior in the event Louisiana Land & Exploration Co. has not extensively possessed the property. Our present information indicates that Louisiana Land & Exploration Co. has not possessed the property.

Mr. H. Foster Pettit
and Mr. H. Clay Simpson, Jr.
May 3, 1978
Page 2

The main problem now is to determine the precise interest of each Gibson heir. This will entail the obtaining of Affidavits of Death and Heirship, Judgments of Possession, and the like.

Our preliminary research has already revealed that the interests specified in our petition are not correct, however, in most cases they are not too far from being correct.

Some problems are presented by the supposed disinheritance of Joseph A. Humphries III by his father. We must examine the will to determine if Joseph A. Humphries III was properly disinherited. It is very difficult to do this under Louisiana law.

We need to determine the date of death of Claude Gibson, son of William Preston Gibson and grandson of Tobias Gibson, Sr. The information we have does not indicate whether he had any children or his date of death. Dates of death are very important as they, in some occasions, determine who inherits from the deceased party.

We need to know the date of death of Louisiana Carter who died at the age of three (3). It must be determined if she died before John McKinley Gibson, who died according to our information on April 5, 1880.

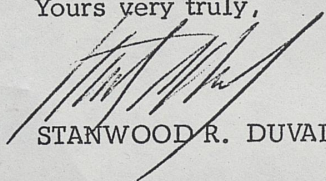
There are many other questions which will be itemized in detail after we complete our research from the information we have available.

We would certainly encourage the cooperation of all the heirs, as this is obviously a very substantial lawsuit.

We shall keep you posted.

Mr. H. Foster Pettit
and Mr. H. Clay Simpson, Jr.
May 3, 1978
Page 3

Yours very truly,



STANWOOD R. DUVAL, JR.

SRDjr/dv

cc: Mr. Henry Field
Mr. Robert S. Converse
Mrs. Nancy Gibson Deacon
Mrs. Alice M. Gibson Johnson
Rev. Randall Lee Gibson III
Mrs. Virilinda Gibson Walsh
Mr. James H. McM. Gibson
Mrs. Louisiana Wood Simpson
Mr. J. Campbell Foster
Mrs. Florence Jones Foster
Mrs. Dunster Foster Pettit
Mrs. Sarah Carter Stanfill
Mr. Joseph C. Carter
Mrs. Sarah Chenault Buckner
Mrs. Sarah Anderson List
Mrs. Lucy Anderson Jones
Mrs. Mary Anderson La Bach



DOW CHEMICAL U.S.A.

February 9, 1982

OIL & GAS DIVISION
P.O. BOX 4322
400 WEST BELT SOUTH
HOUSTON, TEXAS 77210

FLORENCE JONES FOSTER
219 MELROSE AVENUE
TRYON NC 28782

05565

Dear Royalty Owner:

A Royalty System problem caused checks not to be issued payees numbered 05551 thru 05629 during the month of January, 1982.

Royalty checks issued during February, 1982 will represent royalty payment on both December, 1981 and January, 1982 production.

We regret any inconvenience caused by our paying royalties on December, 1981 production in February, 1982 rather than in January, 1982.

Very truly yours,

L. P. Collier

L. P. Collier
Production Accounting
LPC:lfs

answ 4-82

*308-700
1200 2-41*

THE DOW CHEMICAL COMPANY

OIL & GAS DIVISION
P.O. BOX 4322 HOUSTON, TEXAS 77210

No. 291036

MONTH OF	LEASE			P R O D	GROSS VOLUME	TAXES	NET VALUE	OWNER'S INTEREST		
	ST.	D.O. NO.	SUB					PERCENTAGE	GROSS VALUE	NET VALUE
0180	17	4501	1		4597	.00	10556.62	1.254901	132.47	132.47
0180	17	4501	2		37	.00	446.50	1.254901	5.61	5.61
0180	17	4551	1		TAX DEON	321.82	321.82-	1.479100	.00	4.76-
0180	17	4551	2		TAX DEON	54.66	54.66-	1.479100	.00	.81-
0180	17	4551	3		OPER EXP	.00	37.68-	1.479100	.56-	.56-
								TOTAL	137.52	131.95

PROD. CODES: 1. MCF GAS
2. BARRELS OF OIL AND/OR CONDENSATE
3. PLANT PRODUCTS

PAYEE NO. 5565

PLEASE DETACH AND KEEP FOR YOUR RECORDS. DUPLICATES WILL NOT BE FURNISHED.

THE DOW CHEMICAL COMPANY

OIL & GAS DIVISION
P.O. BOX 4322 HOUSTON, TEXAS 77210

No. 288566

MONTH OF	LEASE			P R O D	GROSS VOLUME	TAXES	NET VALUE	OWNER'S INTEREST		
	ST.	D.O. NO.	SUB					PERCENTAGE	GROSS VALUE	NET VALUE
1279	17	4501	1		4631	.00	10543.77	1.254901	132.32	132.32
1279	17	4501	2		41	.00	470.92	1.254901	5.91	5.91
1279	17	4551	1		TAX DEDN	324.14	324.14-	1.479100	.00	4.80-
1279	17	4551	2		TAX DEDN	57.58	57.58-	1.479100	.00	.85-
1279	17	4551	3		OPER EXP	.00	37.68-	1.479100	.56-	.56-
								TOTAL	137.67	132.02

PROD. CODES: 1. MCF GAS
2. BARRELS OF OIL AND/OR CONDENSATE
3. PLANT PRODUCTS

PAYEE NO. 5565

PLEASE DETACH AND KEEP FOR YOUR RECORDS. DUPLICATES WILL NOT BE FURNISHED.

THE DOW CHEMICAL COMPANY

OIL & GAS DIVISION
P.O. BOX 4322 HOUSTON, TEXAS 77210

No. 283730

MONTH OF	LEASE			P ROD	GROSS VOLUME	TAXES	NET VALUE	OWNER'S INTEREST		
	ST.	D.O. NO.	SUB					PERCENTAGE	GROSS VALUE	NET VALUE
1079	17	4501	1		4613	.00	10494.74	1.254901	131.70	131.70
0979	17	4501	2		1-	.00	5.85-	1.254901	.07-	.07-
0979	17	4501	2		43	.00	511.76	1.254901	6.42	6.42
1079	17	4501	2		46	.00	524.11	1.254901	6.58	6.58
1079	17	4551	1		TAX DEDN	322.94	322.94-	1.479100	.00	4.78-
0979	17	4551	2		TAX DEDN	.72-	.72	1.479100	.00	.01
0979	17	4551	2		TAX DEDN	62.57	62.57-	1.479100	.00	.92-
1079	17	4551	2		TAX DEDN	64.09	64.09-	1.479100	.00	.95-
1079	17	4551	3		OPER EXP	.00	38.77-	1.479100	.57-	.57-
								TOTAL	144.06	137.42

PROD. CODES: 1. MCF GAS
2. BARRELS OF OIL AND/OR CONDENSATE
3. PLANT PRODUCTS

PAYEE NO. 5565

PLEASE DETACH AND KEEP FOR YOUR RECORDS. DUPLICATES WILL NOT BE FURNISHED.

THE DOW CHEMICAL COMPANY

OIL & GAS DIVISION
P. O. BOX 4322 HOUSTON, TEXAS 77210

No. 351359

MONTH OF	LEASE			P R O D	GROSS VOLUME	TAXES	NET VALUE	OWNER'S INTEREST		
	ST.	D.O. NO.	SUB					PERCENTAGE	GROSS VALUE	NET VALUE
1181	17	4550	1		257851	18049.57	799018.50	.015923	130.10	130.10
1281	17	4550	1		249233	17446.31	773791.01	.015923	125.99	125.99
0182	17	4550	1		23141000	16198.70	734533.80	.015923	119.54	119.54
0182	17	4550	2		WINDFALL	.00	28575.00-	.015923	4.55-	4.55-
1181	17	4550	2		2636	11565.45	81617.15	.015923	14.84	14.84
1281	17	4550	2		2543	11157.41	78737.64	.015923	14.31	14.31
0182	17	4550	2		238000	83538.00	595.00	.015923	13.40	13.40
1181	17	4560	1		TAX DEDN	18049.57	18049.57-	.018768	.00	3.39-
1281	17	4560	1		TAX DEDN	17446.31	17446.31-	.018768	.00	3.27-
0182	17	4560	1		TAX DEDN	16198.70	16198.70-	.018768	.00	3.04-
1181	17	4560	2		TAX DEDN	11565.45	11565.45-	.018768	.00	2.17-
1281	17	4560	2		TAX DEDN	11157.41	11157.41-	.018768	.00	2.10-
0182	17	4560	2		TAX DEDN	10442.25	10442.25-	.018768	.00	1.96-
1281	17	4560	3		OPER EXP	.00	5876.88-	.018768	1.10-	1.10-
0182	17	4560	3		OPER EXP	.00	3874.31-	.018768	.72-	.72-
1181	17	4590	1		257851-	18049.57-	799018.50-	.015923	130.10-	127.23-
1181	17	4590	2		2636-	11565.45-	81617.15-	.015923	14.83-	12.99-
								TOTAL	266.88	255.66

PROD. CODES

1. MCF GAS
2. BARRELS OF OIL AND/OR CONDENSATE
3. PLANT PRODUCTS

PAYEE NO.

5565

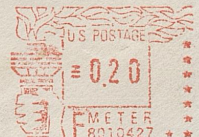
PLEASE DETACH AND KEEP FOR YOUR RECORDS. DUPLICATES WILL NOT BE FURNISHED.



DOW CHEMICAL U.S.A.

400 WEST BELT SOUTH
P.O. BOX 3387
HOUSTON, TEXAS 77001

nee



FLORENCE JONES FOSTER
219 MELROSE AVENUE
TRYON NC 28782

D:

*Original @ 11/15/82
cleared ch - 28-83*

SCORPIO (Oct. 24-Nov. 22) Something
opportune financially could unexpectedly
develop for you today. This situation may
not be limited to you, so act before others
do.

Jan 28
SAGITTARIUS (Nov. 23-Dec. 21) You
should be rather lucky today in situations
where you're left to your own devices. In
matters where you act under direction, you
may not be.

CAPRICORN (Dec. 22-Jan. 19) Screen
joint ventures very carefully today. They
could contain problems as well as promise.
Everyone's input must be of equal value.

400 WEST BELT SOUTH / P.O. BOX 4629 / HOUSTON, TEXAS 77210



ACCOUNTING DEPARTMENT

713/978-2971

Dear Interest Owner:

Effective October 1, 1982, APD Company acquired substantially all of the domestic oil and gas properties of The Dow Chemical Company. Although property numbers and product codes will remain the same, payments for production since the effective date will be paid on Apache Corporation/APD Company checks.

For time and cost savings, for both you and Apache, on interests where payment is less than \$15.00 a check will not be issued, but will be accumulated and released whenever they total \$15.00 or more. However, any accumulated funds will be released each December even though the total may be less than \$15.00.

Inquiries about checks may be addressed to either Apache Corporation or APD Company at P.O. Box 4629, Houston, Texas 77210. Please refer to your property and owner numbers when corresponding with us.

We look forward to a mutually beneficial relationship with each of our interest owners.

Apache Corporation

THE DOW CHEMICAL COMPANY

NOVEMBER 4, 1982

REFERENCE: UNCASHED ROYALTY CHECKS

FLORENCE JONES FOSTER
219 MELROSE AVENUE
TRYON NC 28782

ACCORDING TO OUR RECORDS, THE FOLLOWING ROYALTY CHECK ISSUED TO YOU BY
DOW CHEMICAL U.S.A. HAS NOT BEEN CASHED.

CHECK NO.: 281328
DATED : 10/79
AMOUNT : 516.57

BECAUSE OF THE STATUTE OF LIMITATIONS AND DOW'S INTENTION OF CLOSING THE
BANK ACCOUNT FOR THIS ACTIVITY, IT IS IMPORTANT THE ABOVE REFERENCED
CHECK BE CASHED BY DECEMBER 15, 1982. PLEASE HELP US CLEAR THIS UP.

IF THE CHECK WAS NEVER RECEIVED, OR IF IT HAS BEEN CASHED, PLEASE NOTIFY
US. IN THE EVENT THE CHECK WAS NOT RECEIVED, WE WILL ISSUE A STOP
PAYMENT AND REISSUE A REPLACEMENT CHECK. YOUR CORRESPONDENCE SHOULD BE
DIRECTED TO ME AT THE FOLLOWING ADDRESS:

DOW CHEMICAL U.S.A.
400 WEST BELT SOUTH - BIN 4C8
P. O. BOX 3387
HOUSTON, TEXAS 77001

THANK YOU FOR YOUR COOPERATION AND SHOULD YOU HAVE ANY QUESTIONS FEEL
FREE TO CONTACT ME AT <713> 978-2621.

SINCERELY..

KAY TRIM
ACCOUNTING

*U. dated
Jan 27 - check
to account
D.M. Foster*

*Neither my records or D.C.H.
show any record of a deposit or
a cashed check of this amount
in a western bank. Had the check
cleared, I would have the cancelled
check, therefore I must be assured
that it was lost in transit.
I trust this clears up the
matter re my responsibility as
you advise as duplicate will be sent.
11/13/82. L.M. Foster*

Johnnie

Sandefor Oil & Gas, Inc.

ans. 12/13/84

Florence Jones Foster
Rt 2, Box 76 219 Melrose Ave,
Dixon, N. Carolina 28782

12/4/84

Lease #8502-38

IMPORTANT NEW TAX INFORMATION

Under the Federal income tax law, you are subject to certain penalties as well as withholding of tax at a 20 percent rate if you have not provided us with your correct Social Security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payer) with your correct taxpayer identification number. If you are an individual, your taxpayer identification number is your Social Security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, interest, dividends, and other payments that we make to you may be subject to backup withholding starting on Jan. 1, 1984.

Backup withholding is different from the 10 percent withholding on interest and dividends that was repealed in 1983. If backup withholding applies, a payer is required to withhold 20 percent of interest, dividends, and other payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained.

Enclosed is a postage-prepaid reply envelope in which you may return the enclosed form to furnish us your correct name and taxpayer identification number. Please sign the form and return it to us.

Mr. Stanwood R. Duval, Jr.
March 28, 1978
Page 2

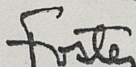
At this time there are only three heirs from whom we have not received a contract of employment properly executed:

<u>Heir</u>	<u>Interest</u>
Mrs. Gale McLean (Mary Gibson) 11501 Piney Meetinghouse Road Rockville, MD 20857	1/60
Mrs. Francis Hartmann (Mary D. Gibson) address unknown	1/30
Mr. Randall Goodhart Gibson Route 2 Box 271 Santa Fe, NM 87501	1/180

In order that we might attempt to have all of the heirs before the court I would invite any of the heirs to assist me in finding an address for Mrs. Francis Hartmann (Mary D. Gibson).

I look forward very much to receiving your next communication which might be a progress report as well.

Sincerely,



H. Foster Pettit

ml

Enclosures

Copies to all Gibson heirs

LAW OFFICES

DUVAL, ARCENEUX, LEWIS & FUNDERBURK

CLAUDE B. DUVAL
GEORGE ARCENEUX, JR.
KARL E. LEWIS, JR.
STANWOOD R. DUVAL, JR.
JAMES M. FUNDERBURK
CLAYTON E. LOVELL
ROSEMARY AZAR

P. O. BOX 3017
504 BELANGER STREET
HOUMA, LOUISIANA - 70361

TELEPHONE
876-6410
AREA CODE 504

July 3, 1979

To: All Gibson Heirs

Re: Louisiana Gibson Wood Simpson, et al vs.
Shell Oil Company, et al - No. 53144
32nd J.D.C., Terrebonne Parish, La.

After much work and negotiation, we have come to a final agreement with Louisiana Land & Exploration Company concerning the settlement of the above matter. The following is a synopsis of the settlement agreement:

1. The Gibson Heirs will receive the full ownership of the property in their respective interests. The specific interest of each owner is shown on the Exhibit "A" attached to the enclosed agreement.
2. LL&E will receive a 15% royalty interest in the portion of the property included in the unit (approximately 8 acres) and a 12-1/2% royalty in the property lying outside the unit (approximately 125 acres). As you know, there is not any production presently outside of the unit.

We enclose herein an original and copy of the agreement. The agreement is somewhat lengthy as it by necessity covers many details. In the agreement, you also transfer the interest to the attorneys as previously specified.

It is important that the agreement be executed properly and also as quickly as possible.

The trial date in this matter is August 6 and it is imperative that the signed agreements be received in our office prior to August 1 so that we can determine whether we have a settlement agreement or will have a contest. In any event, there will have to be a trial on August 6 to prove the heirship.

In the event each of you sign the agreement, your proportionate share of funds will be sent to you shortly after August 6 and you will commence receiving monthly royalty payments in accordance with your royalty interest shown on the Exhibit "B" attached to the agreement. The royalty interest is, of course, less than the ownership of the land as you have transferred your proportionate part to LL&E as part of the settlement agreement.

-Page 2-
July 3, 1979

In the event each of you do not sign the agreement, there will, of course, be no compromise and the case will have to be litigated. As you know, there are many problems involved in this case and litigation would be quite lengthy and the outcome, of course, uncertain.

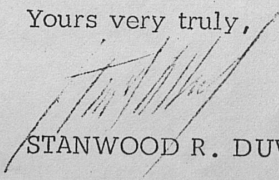
We think this is an excellent settlement and highly recommend that you sign it and return it to us immediately in the enclosed stamped, self-addressed envelope. You may retain one copy and return to us one signed copy.

Each of you can sign a separate agreement or if there is another heir in the same area, each of you can sign the same agreement. EACH PARTY MUST APPEAR BEFORE A NOTARY PUBLIC AND SIGN THE AGREEMENT IN THE PRESENCE OF THE NOTARY AND TWO WITNESSES. The Notary must not be one of the witnesses. The Notary should complete the last paragraph of the agreement and will show you where to execute it. If there are any questions at all, we should be contacted.

We cannot emphasize enough how important it is to get the agreement back to us as quickly as possible so that we can determine if, in fact, there will be a settlement and so that your funds can be forthcoming as quickly as possible.

The agreement represents almost two years of work and a lot of negotiation. Your prompt attention to this matter will be appreciated.

Yours very truly,


STANWOOD R. DUVAL, JR.

SRD Jr:l

Encls.

THE HEIRSHIP OF TOBIAS GIBSON

<u>Heirs of Randall L. Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>
Mr. Henry Field 3551 Main Highway Coconut Grove Miami, Florida 33133	1/60	\$16.66
Mrs Gale McLean (Mary Gibson) 11501 Piney Meetinghouse Road Rockville, Maryland 20854	1/60	\$16.66
Mr. Robert S. Converse Naples, New York	1/60	\$16.66
Mrs. A. M. Deacon (Jean Gibson) 71 Tower Hill Drive Port Chester, New York 10573	1/30	\$33.33
Mrs. Andrew P. Johnson (Alice Gibson)* Box 948 Wolfsboro, New Hampshire 03894	4/30	\$133.33
Mrs. Francis Hartmann (Mary D. Gibson)* address unknown	1/30	\$33.33
Rev. Randall Gibson 125 Mount Vernon Street, Boston, Mass. 02108	1/30	\$33.33
Mrs. Robert Walsh (Virlanda Gibson) 5111 Cammack Drive, N. W. Washington, D. C. 20016	1/180	\$5.56
Mr. James H. Gibson Box 356 York Harbor, Maine 03911	1/180	\$5.56
Mr. Randall L. Gibson Route 2 Sante Fe, New Mexico 87501	1/180	\$5.56
<u>Heir of Tobias Gibson, Jr.</u>		
Mrs. Clay Simpson (Louisiana Wood) 410 Venetain Drive Delray Beach, Florida	1/5	\$200.00

*Also heir of Hart Gibson

<u>Heirs of Hart Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>
Mr. J. Campbell Foster 5100 Dunvegan Louisville, Kentucky	1/30	\$33.33
Mrs. Hart Foster (Florence Jones) Box 76, Route #2 Tryon, North Carolina	1/30	\$33.33
Mrs. William Pettit (Dunster Foster) Hanover Towers Apts. Lexington, Kentucky 40502	1/30	\$33.33
 <u>Heirs of Louisiana H. Gibson</u>		
Mrs. Carter Stanfill (Sarah Carter) 141 Forest Avenue Lexington, Kentucky 40508	1/10	\$100.00
Mr. Joseph C. Carter P. O. Box 121 Versailles, Kentucky 40383	1/10	\$100.00
 <u>Heirs of Sarah T. Gibson</u>		
Mrs. G. Davis Buckner (Sarah Chenault) 461 Lime Street Lexington, Kentucky 40506	1/10	\$100.00
Mrs. William List (Sarah Anderson) 500 Lake Tower Drive Lexington, Kentucky 40502	1/30	\$33.33
Mrs. Harold Jones (Lucy Anderson) 500 Lake Tower Drive Lexington, Kentucky 40502	1/30	\$33.33
Mrs. Parker Le Bach (Mary Anderson) 220 Chenault Road Lexington, Kentucky 40502	1/30	\$33.33

Working on Behalf of the Heirs

Mr. H. Foster Pettit
First National Bank Building
167 West Main Street
Lexington, Kentucky 40507

Mr. H. Clay Simpson, Jr.
37 Greenbriar Drive
Summit, New Jersey 07901

THE HEIRSHIP OF TOBIAS GIBSON

Corrected as of 3-28-78

<u>Contract Received</u>	<u>Heirs of Randall L. Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. Henry Field 3551 Main Highway Coconut Grove Miami, FL 33133	1/60	\$ 16.66	\$200.00
	Mrs. Gale McLean (Mary Gibson) 11501 Piney Meetinghouse Road Rockville, MD 20857	1/60	\$ 16.66	
Yes	Mr. Robert S. Converse Davis Road Naples, NY 14512	1/60	\$ 16.66	\$ 16.66
Yes	Mrs. A. M. Deacon (Nancy Gibson) 71 Tower Hill Drive Port Chester, NY 10573	1/30	\$ 33.33	\$ 33.33
Yes	Mrs. Andrew P. Johnson (Alice M. Gibson)* Box 948 Wolfsboro, NH 03894	4/30	\$133.33	\$133.33
	Mrs. Francis Hartmann (Mary D. Gibson)* address unknown	1/30	\$ 33.33	
Yes	Rev. Randall Lee Gibson III 70 Charles Street Boston, MA 02114	1/30	\$ 33.33	
Yes	Mrs. Robert L. Walsh (Vir linda Gibson) 5111 Cammack Drive, NW Washington, DC 20016	1/180	\$ 5.56	\$ 5.56
Yes	Mr. James H. McM. Gibson Box 356, Godfrey's Cove Road York Harbor, ME 03911	1/180	\$ 5.56	\$ 5.56
	Mr. Randall Goodhart Gibson Route 2 Box 271 Santa Fe, NM 87501	1/180	\$ 5.56	\$ 5.56
	<u>Heirs of Tobias Gibson, Jr.</u>			
Yes	Mrs. Clay Simpson (Louisiana Wood) 1551 Tate Creek Road Lexington, KY 40502	1/5	\$200.00	\$200.00

*Also heir of Hart Gibson

The Heirship of Tobias Gibson - Corrected as of 3-28-78

<u>Contract Received</u>	<u>Heirs of Hart Gibson</u>	<u>Interest</u>	<u>Share of Retainer</u>	<u>Amount Paid</u>
Yes	Mr. J. Campbell Foster 5100 Dunvegan Louisville, KY 40222	1/30	\$ 33.00	\$ 33.33
Yes	Mrs. Hart Foster (Florence Jones) Box 76 Route #2 Tryon, NC 28782	1/30	\$ 33.33	\$ 33.33
Yes	Mrs. William Pettit (Dunster Foster) Hanover Towers Apartments Lexington, KY 40502	1/30	\$ 33.33	\$ 66.67
<u>Heirs of Louisiana H. Gibson</u>				
Yes	Mrs. Carter Stanfill (Sarah Carter) 141 Forest Avenue Lexington, KY 40508	1/10	\$100.00	\$100.00
Yes	Mr. Joseph C. Carter P. O. Box 121 Versailles, KY 40383	1/10	\$100.00	\$100.00
<u>Heirs of Sarah T. Gibson</u>				
Yes	Mrs. G. Davis Buckner (Sarah Chenault) 461 North Limestone Street Lexington, KY 40508	1/10	\$100.00	\$100.00
Yes	Mrs. William List (Sarah Anderson) 1728 Mooreland Drive Lexington, KY 40502	1/30	\$ 33.33	\$ 33.33
Yes	Mrs. Harold Jones (Lucy Anderson) 500 Lake Tower Drive Unit 51 Lexington, KY 40502	1/30	\$ 33.33	\$ 33.33
Yes	Mrs. Parker La Bach (Mary Anderson) 3006 Ashgrove Road Nicholasville, KY 40356	1/30	\$ 33.33	\$ 33.33

Working on Behalf of the Heirs

Mr. H. Foster Pettit
1500 First National Building
167 West Main Street
Lexington, KY 40507

Mr. H. Clay Simpson, Jr.
37 Greenbriar Road
Summit, NJ 07901

\$200.00

H. Foster Pettit Attorney at Law

March 28, 1978

Mr. Stanwood R. Duval, Jr.
Duval, Arceneaux, Lewis & Funderburk
P. O. Box 3017
Houma, LA 70361

Re: Louisiana Wood Simpson, et al
vs. no. 53144
Shell Oil Company, et al

Dear Stan:

I was happy to receive your letter of February 23 with which you enclosed a copy of the petition filed in the above action on behalf of the Gibson heirs.

I am happy to enclose herewith properly executed contracts and appropriate checks from six additional heirs of Tobias Gibson. In order that our records can be very current I have updated the statement of heirship of Tobias Gibson as of this date providing new information about names and addresses as well as the status of executed contracts of employment for our attorneys and the prorata contribution toward the retainer fee.

I have read with interest the petition filed on behalf of the Gibson heirs and I am confident that you will want to amend in light of the contracts you now have with the six additional heirs so that they might be petitioners as well. I am certain you will also take that opportunity to correct the spelling of names, and to aid you in this effort I am enclosing notations to that effect.

I look forward to receiving your amended petition which I will then forward to all of the heirs together with any new information you might have received from the defendants in this action. According to my records, with the enclosed checks your law firm has received \$1,366.65, of which \$1,000.00 represents the agreed retainer fee.

RE: 1980 INC. TAXES HOLD

DANIEL AND BROWN, P.A., CPAs
CERTIFIED PUBLIC ACCOUNTANTS
21 SUNRISE AVENUE
LEXINGTON, NORTH CAROLINA 27292

DAY/TIMER

Time-Saver

LETTER

IN REFERENCE TO:

FIRST CLASS MAIL ☐ INTER-OFFICE ☐

FOR Mrs. Florence J. Foster

HOW TO USE THIS

DAY/TIMER
Time-Saver LETTER TO SAVE TIME.

Type or write your reply in the space below. Then mail the white copy to us and keep the pink copy for your files. You'll save time and effort, and we'll have your answer much faster! Thank you.

MESSAGE

REPLY

FOLD

DATE

7-16-81

DATE

FOLD

Dear Mrs. Foster,

The enclosed material is
being returned to you at
the request of Norace Smith

Sincerely

SIGNED

Jego Lopalile

SIGNED

H. Foster Pettit Attorney at Law

January 28, 1978

To the Heirs of Tobias Gibson:

Dear Fellow Heir:

Henry Clay Simpson, Jr., and I are very proud to be fourth generation progeny of Tobias Gibson and Louisiana Breckenridge Hart. A current reason for recalling this relationship is our desire to encourage the heirs of Tobias Gibson to join with us in the pursuit of apparent oil or natural gas interests in certain soggy land in Terrebonne Parish, Louisiana. Title to 133 acres of land has passed directly from Tobias Gibson to the 21 current heirs to whom this letter is directed.

I feel certain that many of you recall on two previous occasions payments were made to the Gibson heirs by oil companies for the privilege of drilling. Unfortunately, the oil companies did not drill during these leasing periods of the 50's and 60's, but natural gas is currently being withdrawn from wells located on adjoining property. Undisputed geologic information indicates that producing underground gas pools include at least eight acres owned by the heirs of Tobias Gibson. For over one year, the law firm of Duval, Arceneaux, Lewis & Funderburk of Houma, Louisiana, has been attempting to determine where the money is being paid, if at all, for the gas attributable to these particular eight acres.

Clay Simpson, Jr., and I have made separate trips to Houma to investigate the situation on behalf of our mothers, and you must acknowledge that two good sons should do no less. We have concluded, individually, that there is good reason to believe that the heirs of Tobias Gibson are entitled to be paid certain sums of money for gas which has been produced since the wells were drilled about four years ago as well as for all future production.

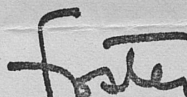
The Louisiana Land Company is vague, as might be expected, on its position in this matter. And communications with Dow Chemical and Shell Oil have enlightened us not at all. Therefore, it is our recommendation that the heirs of Tobias Gibson enter into the Agreement enclosed employing the law firm of Duval, Arceneaux, Lewis & Funderburk for the purpose of pursuing vigorously the interests of the heirs which likely will produce a lawsuit without delay.

Heirs of Tobias Gibson
Page 2
January 28, 1978

My personal investigation indicates that Mr. Stanwood R. Duval, Jr., and his partners are very capable attorneys who are well versed in oil and gas matters as well as the realities of political and business life in southern Louisiana. Clay and I have spent considerable time working out the terms of the Contract of Employment, and, additionally, I have obtained on this subject the legal advice of W. Van Meter Alford of Lexington. It will likely be a long and time-consuming legal battle to validate in court the ownership of the heirs of Tobias Gibson in these properties. Our principal adversary will be the Louisiana Land Company. Therefore, in order to induce these attorneys to undertake this case and to invest great amounts of time without the normal hourly charge, the reward for success must be significant. In my opinion, two-thirds of something is considerably better than one hundred percent of nothing, which is where we stand today.

You will also find attached to this letter a listing of the heirs of Tobias Gibson with the pro rata share of the initial \$1,000 retainer fee. It is our request that each of you sign and return to the above address an executed copy of the Employment Agreement together with a check for your share of the retainer fee. I believe that this will be a good investment for each of us and should be done without delay. In the past year, Mr. Duval has more than earned the retainer fee which is a part of the employment contract. However, he needs to know soon who his clients are, so that he may proceed. If you have any questions, please call me (606-255-5546) or Clay Simpson, Jr. (201-277-1297).

Very sincerely,



H. Foster Pettit

H. Clay Simpson, Jr.

Enclosure

EXHIBIT "A"

The amount of funds presently accumulated in the Registry of the Court is approximately \$420,000.00.

The Gibson heirs that we represent have a minimum interest of approximately 77% and, depending upon the date of death of Mary Reine Berthcaud, a maximum interest of 81%.

We are using the lowest percentage of 77%. Seventy-seven percent of the \$420,000.00 amounts to \$323,400.00. Under the proposed settlement agreement LL&E is to receive a 15% mineral royalty interest from the Gibson heirs we represent. Fifteen percent of the \$420,000.00 amounts to \$63,000.00. This amount must be subtracted from the \$323,400.00 leaving a balance of \$260,400.00. Twenty-nine percent of these funds are due as attorneys' fees which amounts to a total of approximately \$75,516.00, leaving a balance to be distributed to the Gibson heirs that we represent of \$184,884.00.

It should also be noted that some of the other heirs to the property are represented by other attorneys. This interest is approximately 5 to 8%. We are confident that these parties will agree to the settlement also, and, therefore, will share pro rata in the royalty granted to LL&E in settlement which would increase the amount to be received by the Gibson heirs that we represent.

The mineral income from the 8 acres included in the producing unit is approximately \$10,000.00 per month. Using the minimum percentage of 62% (which is the percentage remaining after the 15% royalty of LL&E is deducted), the Gibson heirs would receive a monthly mineral income of \$6,200.00. From this must be deducted the twenty-nine percent interest to be transferred to the attorneys, which would be about \$1,798.00 per month, or a net remainder to the Gibson heirs of \$4,402.00 per month. Again, it should be noted that this is a minimum figure and in all likelihood the percentage will be greater.

It should also be noted that the Gibson heirs we represent will own a minimum of 77% of the fee title to the entire 132 acres, subject also to the twenty-nine percent interest of the attorneys leaving a remainder to the Gibson heirs of approximately 54.67%.

The compromise agreement also provides that LL&E is to receive a 1/8 royalty interest in the acreage not included in the unit. At the present time the approximate 124 acres outside the unit is producing no mineral income. In the event it were leased, it would be subject to the 1/8 royalty granted to LL&E in the proposed agreement. The Gibsons would receive their proportionate part of any lease bonus or rental. LL&E would have no interest in the bonus or rental.

We again emphasize that the figures set forth herein are approximate and minimums. We also emphasize that the interest to be transferred to LL&E is merely a mineral royalty interest and LL&E will have no interest in the fee title to the land.

Based on the estimated amounts set forth herein the following is a list of the heirs we represent, their respective interests in the property and the amounts to be received by each of them.

CLIENT	Respective Interest	Estimated Amount to be Received from the Registry of the Court	Estimated Amount to be Received Monthly from Production
1. Mrs. Louisiana Gibson Wood Simpson	.166666	\$ 39,976.72	\$951.83
2. Henry Field	.013888	3,331.24	79.32
3. Robert S. Converse	.013888	3,331.24	79.32
4. Mrs. Nancy Gibson Deacon	.027777	6,662.66	158.63
5. Mrs. Alice M. Gibson Johnson	.059027	14,158.23	337.10
6. Rev. Randall Lee Gibson III	.027777	6,662.66	158.63

CLIENT	Respective Interest	Estimated Amount to be Received from the Registry of the Court	Estimated Amount to be Received Monthly from Production
7. Mrs. Virlinda Gibson Walsh	.004629	\$ 1,110.23	\$ 26.43
8. James H. McM. Gibson	.004629	1,110.23	26.43
9. J. Campbell Foster	.020832	4,996.86	118.97
10. Mrs. Florence Jones Foster	.020832	4,996.86	118.97
11. Mrs. Dunster Foster Pettit	.062498	14,990.79	356.94
12. Mrs. Sarah Carter Stanfill	.083333	19,988.36	475.91
13. Joseph C. Carter	.083333	19,988.36	475.91
14. Mrs. Sarah C. Buckner	.027777	6,662.66	158.63
15. Mrs. Sarah Anderson List	.009259	2,220.83	52.88
16. Mrs. Lucy Anderson Jones	.009259	2,220.83	52.88
17. Mrs. Mary Anderson LaBach	.009259	2,220.83	52.88
18. Old Ladies Home of Lexington	.055555	13,325.51	317.27
19. Mary Gibson McLean	.013888	3,331.24	79.32
20. Randall Goodhart Gibson	.004629	1,110.23	26.43
21. Clifford Humphreys	.010409	2,496.67	59.44
22. Cecile T. Matherne	.020826	4,995.38	118.94
23. John L. Twiggs	.020826	4,995.38	118.94

COMPROMISE, SALE, TRANSFER AND AGREEMENT

STATE OF LOUISIANA

PARISH OF TERREBONNE

THIS AGREEMENT made and entered into as of the _____ day of _____, 1979, but effective as hereinafter set forth, by and between the following:

- (1) THE LOUISIANA LAND AND EXPLORATION COMPANY, a Maryland corporation, (hereinafter called "LL&E"); and
- (2) All of the undersigned heirs and successors of Tobias Gibson (hereinafter called "Gibson Heirs").

WITNESSETH:

WHEREAS, a controversy exists between the parties hereto with respect to the ownership and possession of the following described property situated in Terrebonne Parish, Louisiana (hereinafter called "Compromise Tract"), to-wit:

Lot No. 1 (NE 1/4) of Section 48,
Township 17 South, Range 15 East;

and

WHEREAS, LL&E and the Gibson Heirs respectively claim ownership of the hereinabove described property as is set out in their respective appearances filed in the matter entitled "Louisiana Gibson Wood Simpson, et al vs. Shell Oil Company, et al", No. 53144 on the docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, which suit, concursus proceeding and litigation involves the Compromise Tract and the production allocated to a portion thereof or the proceeds therefrom; and

WHEREAS, each of the parties hereto desires to adjust their differences and resolve all issues and controversies raised by the aforesaid concursus proceeding and litigation and to forever settle and end such disputes

and adjust all their differences in the premises by mutual consent which each prefers to the hope of gaining, balanced by the danger of losing; and, whereas, the agreements herein recited are supported by the further considerations hereinafter set out together with such other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all of the parties hereto and receipt and discharge granted therefor;

NOW, THEREFORE, for and in consideration of the mutual obligations hereunder and the considerations herein expressed, the parties hereto have agreed and do hereby agree as follows, to-wit:

1.

LL&E does hereby grant, bargain, sell, convey, assign, set over, transfer and deliver, without any warranty or recourse whatsoever, not even for the return of the purchase price, but with full substitution and subrogation to all of LL&E's rights and actions against all preceding owners and vendors, to and unto the Gibson Heirs who are parties to this agreement, all of the right, title, interest, claim and demand which LL&E has or may have to the aforesaid Compromise Tract.

2.

The Gibson Heirs do hereby grant, bargain, sell, convey, assign, set over, transfer and deliver, without any warranty or recourse whatsoever, but with full substitution and subrogation to all of Gibson Heirs' rights and actions against all preceding owners and vendors, to and unto LL&E the following mineral royalty interests affecting and relating to said Compromise Tract, to-wit:

- (a) A mineral royalty interest equal to twelve and one-half (12-1/2%) per cent of the whole of any oil, gas or other minerals, on or under and to be produced from said Compromise Tract; and

(b) An additional mineral royalty interest equal to two and one-half (2-1/2%) per cent of the whole of any oil, gas or other minerals, on or under and to be produced at any depth from that portion of said Compromise Tract included within the exterior surface boundaries as they now exist of that certain unit created by Order No. 461-B of the Commissioner of Conservation of the State of Louisiana dated May 2, 1972, effective May 1, 1972, and designated as the "LL" Reservoir A Sand Unit A, which order is recorded in Conveyance Book 537, folio 286, Entry No. 421605, Terrebonne Parish, Louisiana, thus together with the mineral royalty interest described in (a) above makes a total mineral royalty interest of fifteen (15%) per cent of the whole of any oil, gas or other minerals, on or under and to be produced from this said portion of said Compromise Tract.

Said royalties shall be delivered and/or paid out of the whole of any oil, gas or other minerals produced from said land by the owner or lessee thereof or anyone else operating thereon.

The Gibson Heirs reserve all executive rights in and to the Compromise Tract, specifically including the right to grant future leases affecting said property so long as there shall be included therein for the benefit of LL&E the royalty rights herein conveyed; and the Gibson Heirs further reserve the right to collect and retain all bonuses and rentals paid for or in connection with any future leases so granted.

In the event that any portion of the Compromise Tract is included in a unit or there is the drilling of and production from a well, and the Gibson Heirs have granted no mineral lease or entered into any agreement for the drilling of a well, or in the event of reworking operations with respect to a producing well, then and in that event the Gibson Heirs shall not be required to make payment of their proportionate part of such drilling or reworking operations if same is necessary for LL&E to receive the royalty granted herein, but in such event, LL&E shall be entitled to receive from the first proceeds of production due the Gibson Heirs, after the payment and setoff of the costs of drilling or

reworking operations from production, the proceeds of production attributable to its royalty interest from the date of first production from any such well.

3.

The parties hereto do hereby further expressly agree that interruption or suspension of prescription resulting from operations on or production from any unit comprising any portion of said Compromise Tract shall extend to the entirety of said Compromise Tract regardless of the location of the well or whether all or only a part of said Compromise Tract is included within the unit.

4.

This agreement and the conveyances herein made shall be effective as of the effective date of the creation of the aforesaid "LL" Reservoir A Sand Unit A; provided, however, that with respect to oil, gas and other minerals produced prior to the first day of the month immediately after the date of the judgment adjudicating the ownership of the Compromise Tract and the proceeds of production therefrom or the proceeds thereof, there shall be deducted from the fifteen (15%) per cent mineral royalty interest herein conveyed to LL&E affecting said unit its proportionate fifteen (15%) percent share of all drilling and operating costs theretofore incurred and allocated to that portion of said Compromise Tract included within said unit. From and after the first day of the month immediately after the date of the judgment as described herein LL&E shall be entitled to receive the full fifteen (15%) per cent mineral royalty interest hereinabove conveyed free of cost and without any deduction whatsoever.

5.

The Gibson Heirs hereinafter named as shown in the sub-paragraphs of this paragraph do sell, cede, convey, assign, abandon and deliver to and unto the persons named herein, subject to a proportionate part of the royalty sold and transferred to LL&E set forth in Paragraph 2. hereof and subject to the other provisions of this Compromise, Sale, Transfer and Agreement, the interest in the Compromise Tract as follows, to-wit:

(1) CHARLES L. RIVault, JR., LAWRENCE RIVault, THEODORE RIVault, ENA RIVault, CATHERINE RIVault LANDRY, EMILY RIVault OUBRE, EVELYN M. RIVault, DOROTHY P. CHRISTISON, MICHAEL E. PLETT, TERESA PLETT TOSCANO, CONSTANCE PLETT GREELY, AND MONICA PLETT declared that they had sold and by these presents do sell, cede, transfer, convey, abandon and deliver, without warranty, but with full substitution and subrogation to their rights and actions in warranty against all preceding owners and vendors to and unto HUSON & WILKINSON, Attorneys, 319 East Boulevard, Baton Rouge, Louisiana 70802, who appears herein, accepts and purchases for himself, his heirs, successors or assigns, and acknowledges due delivery and possession thereof, an undivided one-third (1/3) of their respective undivided interests in and to the Compromise Tract hereinabove described; this sale and transfer being made and accepted for and in consideration of the price and sum of \$100.00 cash together with other good and valuable consideration, being legal services rendered pursuant to agreement with said vendors by the purchaser in the matter entitled "Louisiana Gibson Wood Simpson, et al vs. Shell Oil Company; et al," No. 53144 on the docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, and the said vendors hereby grant full and final acquittance, receipt and discharge therefor.

(2) RANDALL SCOTT RIVault, DEBRA RAE RIVault BENNETT, HARRY ROBERT RIVault, JR., MYRLE RIVault HEBERT, GLORIA RIVault WILBERT, AND NELL RIVault GRIFFON declared that they had sold and and by these presents do sell, cede, transfer, convey, abandon and deliver, without warranty, but with full substitution and subrogation to their rights and actions in warranty against all preceding owners and vendors to and unto EDWARD B. MIDDLETON, JR., Attorney, Canal Building, P. O. Box 477, Plaquemine, Louisiana 70764, who appears herein, accepts and purchases for himself, his heirs, successors or assigns, and acknowledges due delivery and possession thereof, an undivided

Twenty-five (25%) per cent of their respective undivided interests in and to the Compromise Tract hereinabove described; this sale and transfer being made and accepted for and in consideration of the price and sum of \$100.00 cash together with other good and valuable consideration, being legal services rendered pursuant to agreement with said vendors by the purchaser in the matter entitled "Louisiana Gibson Wood Simpson, et al vs. Shell Oil Company, et al," No. 53144 on the docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, and the said vendors hereby grant full and final acquittance, receipt and discharge therefor.

(3) LOUISIANA WOOD SIMPSON, HENRY FIELD, ROBERT S. CONVERSE, MARY PRESTON GIBSON MC LEAN, VIRLINDA GIBSON WALSH, JAMES H. McM. GIBSON, RANDALL G. GIBSON, REV. RANDALL LEE GIBSON, III, NANCY GIBSON DEACON, ALICE M. GIBSON JOHNSON, DUNSTER FOSTER PETTIT, J. CAMPBELL FOSTER, FLORENCE JONES FOSTER, SARAH CARTER STANFILL, JOSEPH C. CARTER, SARAH CHENAULT BUCKNER, SARAH ANDERSON LIST, LUCY ANDERSON JONES, MARY ANDERSON LA BACH, OLD LADIES HOME OF LEXINGTON, KENTUCKY, CLIFFORD J. HUMPHREYS, CECILE M. MATHERNE, JOHN L. TWIGGS, JENNINGS A. BERTHEAUD, REINE C. BERTHEAUD, CAROL BERTHEAUD DOAR, ETHELYN MC KENZIE CONNOR, DORIS MC KENZIE de ARMAS, BETTY MC KENZIE COCREHAM, PATRICIA LYNN WEISS, ANITA R. HILDRETH, ALICE P. SMITH, ELIZABETH DUNSTER BROLINSON, MARY DUNCAN GIBSON KEIFFER, SUSANNE BRECKENRIDGE STEKOVICH, AND ANNE H. WHITENIGHT declared that they had sold and by these presents do sell, cede, transfer, convey, abandon and deliver, without warranty, but with full substitution and subrogation to their rights and actions in warranty against all preceding owners and vendors, an undivided Twenty-nine (29%) per cent of their respective undivided interests in and to the Compromise Tract hereinabove described to and unto the following named attorneys in the proportions hereinafter set out after their names:

Claude B. Duval 10.051%
P. O. Box 3017
Houma, LA. 70361

George Arceneaux, Jr. 7.876%
P. O. Box 3017
Houma, LA. 70361

Stanwood R. Duval, Jr. 6.064%
P. O. Box 3017
Houma, LA. 70361

James M. Funderburk 5.009%
P. O. Box 3017
Houma, LA. 70361

who appear herein, accept and purchase for themselves, their heirs, successors or assigns, and acknowledge due delivery and possession thereof, the undivided interests set out above in and to the Compromise Tract hereinabove described; this sale and transfer being made and accepted for and in consideration of the price and sum of \$100.00 cash together with other good and valuable consideration, being legal services rendered pursuant to agreement with said vendors by the purchasers in the matter entitled "Louisiana Gibson Wood Simpson, et al vs. Shell Oil Company, et al," No. 53144 on the docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, and the said vendors hereby grant full and final acquittance, receipt and discharge therefor.

AND NOW, the Gibson Heirs who are signatory hereto, together with their assignees and purchasers named in Paragraph 5. hereof, do further agree and declare that, subject to the mineral royalty interest herein conveyed to LL&E, the Compromise Tract is owned in the proportion set out after their names by the parties named in the attached Exhibit "A".

6.

AND NOW, all of the parties hereto do further agree that the proceeds of production of oil, gas, or other minerals on and under, produced and to be

produced from that certain portion of said Compromise Tract included within the exterior surface boundaries as they now exist of that certain unit created by Order No. 461-B of the Commissioner of Conservation of the State of Louisiana, dated May 2, 1972, effective May 1, 1972, and designated "LL" Reservoir A Sand Unit A, which Order is recorded in Conveyance Book 537, folio 286, Entry No. 421605, Terrebonne Parish, Louisiana, is owned by the persons named and in the proportion set out opposite their names in Exhibit "B" attached hereto as a part hereof.

7.

All of the parties hereto, including the intervenors and purchasers herein, do consent, agree and authorize the rendition of a Judgment in the matter entitled "Louisiana Gibson Wood Simpson, et al vs. Shell Oil Company, et al," No. 53144 on the docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, in accordance with this agreement and the distribution and disbursement of all funds on deposit in the Registry of the Court in the above entitled and numbered matter in accord with their interests as determined on Exhibit "B" attached hereto as a part hereof, after the payment and deduction of all costs and expenses therefrom, and all parties and intervenors and purchasers agree that said Judgment may be rendered at any time and without further notice to them. All of the parties hereto, as well as purchasers and intervenors do further authorize, empower and direct the attorneys of record representing them in these proceedings, including such attorneys as may be appointed by the Court to represent the absentees, to sign and execute such motions, orders, pleadings, and/or documents in the above entitled and numbered matter so as to effectuate and carry out the purposes of this compromise and agreement.

And all parties hereto do agree:

- (1) That upon the rendition of the judgment and the distribution of funds in the Registry of the Court in the matter entitled, "Louisiana Gibson

Wood Simpson, et al v. Shell Oil Company, et al" No. 53144 on the Docket of the 32nd Judicial District Court, Terrebonne Parish, Louisiana, Dow Chemical Company and Quintana Petroleum Company are released from any obligation or liability to them for any accounting for past production and for the payment or deposit of the proceeds of that production, the funds attributable to which are on deposit in the Registry of the Court in said suit;

(2) That all future production is to be accounted and paid for on the basis and in accordance with the terms of this agreement, and the Gibson Heirs and LL&E do agree that such payment by Dow shall constitute proper payment of the proceeds of production attributable to their respective interest; and,

(3) In that regard, all net proceeds for future production attributable to the interest of those Gibson Heirs who were not signatories to this agreement will continue to be placed in the Registry of the Court in this suit, subject to all pleadings and defenses made on behalf of those parties.

AND NOW TO THESE PRESENTS COMES AND INTERVENES: THE DOW CHEMICAL COMPANY, which takes cognizance of the foregoing agreement and Dow, as Operator of the "LL" Reservoir A, Sand Unit A, referred to herein, does hereby agree to pay the proceeds of production of oil, gas, or other minerals accruing to that portion of the Compromise Tract included within the exterior surface boundaries as they now exist of the "LL" Reservoir A, Sand Unit A, in the proportions set forth in Exhibit "B" and in accordance with the terms of this agreement.

8.

The Gibson Heirs named in Exhibit "A" annexed hereto, together with the purchasers and intervenors, do further agree to collectively defend this agreement with the right unto said parties to use any defense or defenses,

action or causes of action, available to each, either, or all of said parties in maintaining the effectiveness of this agreement.

9.

The interests depicted in Exhibits "A" and "B" are calculated and based upon inheritance rights of the undersigned parties in and to the estate of Tobias Gibson. While the undersigned agree and stipulate among themselves that these interests are correctly set out, in the event that any person not executing this Agreement should be finally determined to have an interest in the Compromise Tract as an heir of Tobias Gibson, such interest shall be deducted from the interest allocated to his coheirs in order to effect a correct distribution. Alternatively, in the event some third party should be finally determined to have an interest in the Compromise Tract, the interest of the parties hereto shall be proportionately reduced, except LL&E whose mineral royalty interest is not reduced thereby.

(1) This agreement shall inure to the benefit of and be binding upon the parties hereto (including purchasers and intervenors), their heirs, successors and assigns.

(2) The provisions of this agreement are not stipulations pour autrui. This agreement is entered into solely and exclusively for the benefit of the parties hereto and nothing contained herein shall inure to the benefit of third parties not parties to this agreement, nor shall be used in any way by third parties not parties to this agreement to the detriment or disadvantage of any of the parties hereto.

(3) It is specifically understood and agreed by the parties hereto that this instrument shall be valid and effective as to the persons executing said instrument and comprising eighty (80%) per cent of the interest as reflected on Exhibit "A", and said parties representing eighty (80%) per cent or more of

the aforesaid aggregate interest do collectively agree to defend this agreement with the right unto said parties to use any defense or defenses, action or cause of action, available to each, either, or all of said parties in maintaining the effectiveness of this agreement.

(4) In the event of the death of or transfer or conveyance by any party in the caption of this agreement prior to the execution hereof by said party, the signature of the heirs, successors or assigns of such named party shall be effective although not named herein. In the event of death of any party after signing this agreement, it shall be binding on such party's heirs and successors, even though such party should die before the effective date hereof.

(5) This agreement may be signed in several counterparts by the different parties hereto, and such counterparts taken together shall be considered as one agreement, as though all parties signed the same instrument, the signing in counterparts being merely to facilitate execution.

THUS DONE, READ, PASSED AND SIGNED before me, the undersigned Notary Public, within and for the County or Parish of _____, State of _____, by _____

on the _____ day of _____, 19____, in the presence of _____ and _____

who are the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

_____	_____
_____	_____
_____	_____

NOTARY PUBLIC

EXHIBIT "A"

LIST OF OWNERS OF "COMPROMISE TRACT"
DESCRIBED IN THE FOREGOING "COMPROMISE, SALE,
TRANSFER AND AGREEMENT"

<u>Name</u>	<u>Decimal Interest</u>
Louisiana Wood Simpson	.118333
Henry Field	.009861
Robert S. Converse	.009861
Mary Preston Gibson McLean	.009861
Virlinda Gibson Walsh	.003287
James H. McM. Gibson	.003287
Randall G. Gibson	.003287
Rev. Randall Lee Gibson, III	.019722
Nancy Gibson Deacon	.019722
Alice M. Gibson Johnson	.041909
Dunster Foster Pettit	.044374
J. Campbell Foster	.014791
Florence Jones Foster	.014791
Sarah Carter Stanfill	.059167
Joseph C. Carter	.059167
Sarah Chenault Buckner	.019722
Sarah Anderson List	.006574
Lucy Anderson Jones	.006574
Mary Anderson LaBach	.006574
Old Ladies Home of Lexington, Kentucky	.052593
Clifford J. Humphreys	.007392
Cecile M. Matherne	.022183
John L. Twiggs	.022183
Jennings A. Bertheaud	.003700
Reine C. Bertheaud	.001851
Carol Bertheaud Doar	.001851
Ethelyn McKenzie Connor	.001234
Doris McKenzie de Armas	.001234
Betty McKenzie Cocreham	.001234
Patricia Lynn Weiss	.003700
Anita R. Hildreth	.005988
Alice P. Smith	.005988
Elizabeth Dunster Brolinson	.005988
Mary Duncan Gibson Keiffer	.005987
Susanne Breckenridge Stekovich	.005987
Anne H. Whitenight	.005987
Claude B. Duval	.088611
George Arceneaux, Jr.	.069436
Stanwood R. Duval, Jr.	.053460
James M. Funderburk	.044160
Charles L. Rivault, Jr.	.000661
Lawrence Rivault	.000661
Theodore Rivault	.000661
Ena Rivault	.000661
Catherine Rivault Landry	.000661
Emily Rivault Oubre	.000661
Evelyn M. Rivault	.000661

<u>Name</u>	<u>Decimal Interest</u>
Dorothy P. Christison	.002316
Michael E. Plett	.000579
Teresa Plett Toscano	.000579
Constance Plett Greely	.000580
Monica Plett	.000580
Huson & Wilkinson, Attorneys	.004631
Randall Scott Rivault	.000433
Debra Rae Rivault Bennett	.000433
Harry Robert Rivault, Jr.	.000433
Myrle Rivault Hebert	.001302
Gloria Rivault Wilbert	.001302
Nell Rivault Griffon	.001302
Edward B. Middleton, Jr.	.001734
Donald Beattie	.008334
Arthur B. Trepagnier	.008334
Harold F. Trepagnier	.008334
May T. Campbell	.008334
Mrs. F. P. Setzler	.008334
Lucie Haygood Okey	.008232
Ann Haygood Bauman	.006174
Thomas Haygood	.008232
Carol H. Batey	.006174
Suzanne H. Owen	.004116
Mildred Humphreys Cosgrove	.010411
Estate of John Haygood	.004116
Rose C. Wilson	.008433
TOTAL -----	1.000000

EXHIBIT "B"

LIST OF OWNERS OF MINERAL ROYALTY INTERESTS
IN THAT PORTION OF "LL" RESERVOIR A AND UNIT A,
INCLUDED IN THE "COMPROMISE TRACT"

<u>Name</u>	<u>Decimal Interest</u>
Louisiana Land & Exploration Company	.15000000
Louisiana Wood Simpson	.10016594
Henry Field	.00834709
Robert S. Converse	.00834709
Mary Preston Gibson McLean	.00834709
Virlinda Gibson Walsh	.00278236
James H. McM. Gibson	.00278236
Randall G. Gibson	.00278236
Rev. Randall Lee Gibson, III	.01669418
Nancy Gibson Deacon	.01669418
Alice M. Gibson Johnson	.03547492
Dunster Foster Pettit	.03756148
J. Campbell Foster	.01252021
Florence Jones Foster	.01252021
Sarah Carter Stanfill	.05008339
Joseph C. Carter	.05008339
Sarah Chenault Buckner	.01669418
Sarah Anderson List	.00556473
Lucy Anderson Jones	.00556473
Mary Anderson LaBach	.00556473
Old Ladies Home of Lexington, Kentucky	.04451867
Clifford J. Humphreys	.00625714
Cecile M. Matherne	.01877736
John L. Twiggs	.01877736
Jennings A. Bertheaud	.00313196
Reine C. Bertheaud	.00156683
Carol Bertheaud Doar	.00156683
Ethelyn McKenzie Connor	.00104455
Doris McKenzie de Armas	.00104455
Betty McKenzie Cocreham	.00104455
Patricia Lynn Weiss	.00313196
Anita R. Hildreth	.00506869
Alice P. Smith	.00506869
Elizabeth Dunster Brolinson	.00506869
Mary Duncan Gibson Keiffer	.00506785
Susanne Breckenridge Stekovich	.00506785
Anne H. Whitenight	.00506785
Claude B. Duval	.07500700
George Arceneaux, Jr.	.05877584
Stanwood R. Duval, Jr.	.04525256
James M. Funderburk	.03738034
Charles L. Rivault, Jr.	.00055952
Lawrence Rivault	.00055952
Theodore Rivault	.00055952
Ena Rivault	.00055952
Catherine Rivault Landry	.00055952
Emily Rivault Oubre	.00055952
Evelyn M. Rivault	.00055952

Dorothy P. Christison	.00196044
Michael E. Plett	.00049011
Teresa Plett Toscano	.00049011
Constance Plett Greely	.00049096
Monica Plett	.00049096
Hudson & Wilkinson, Attorneys	.00392003
Randall Scott Rivault	.00036652
Debra Rae Rivault Bennett	.00036652
Harry Robert Rivault, Jr.	.00036652
Myrle Rivault Hebert	.00110211
Gloria Rivault Wilbert	.00110211
Nell Rivault Griffon	.00110211
Edward B. Middleton, Jr., Attorney	.00146779
Donald Beattie	.00705452
Arthur B. Trepagnier	.00705452
Harold F. Trepagnier	.00705452
May T. Campbell	.00705452
Mrs. F. P. Setzler	.00705452
Lucie Haygood Okey	.00696818
Ann Haygood Bauman	.00522614
Thomas Haygood	.00696818
Carol H. Batey	.00522614
Suzanne H. Owen	.00348409
* Mildred Humphreys Cosgrove	.01041100
* Estate of John Haygood	.00411600
* Rose C. Wilson	<u>.00843300</u>

TOTAL-----1.00000000

* Absentee - royalties to be paid to the Registry of the Court.

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public in and for the parish and state aforesaid personally came and appeared

LILLIA E. HUMPHREYS BETHANCOURT, who upon being duly sworn did depose and say;

That she is presently residing at 1017 Cambaronne Street in New Orleans, Louisiana;

That she was born in Dutchtown, Louisiana, on January 12, 1894 .

That she has been married twice, first to Walter Humphreys and then to Joseph Bethancourt , each of whom predeceased her.

That she is familiar with the family of Alexander Humphreys and she is familiar with the attached document showing the "Heirship of Humphreys Family Beginning with Alexander Humphreys II, Great-Grandfather of Claude (Wm. Preston) Gibson".

That this document was given to her in approximately 1956 and was prepared by a man working for Shell Oil Company.

Affiant further declares that most of the information set forth in the memorandum was provided by Marguerite Murray and Ruth Fortin, both now deceased.

That to her knowledge and belief both Marguerite Murray and Ruth Fortin knew Claude Gibson, also known as William Preston Gibson, very well. She knows that these ladies were in charge of the funeral arrangements of Claude Gibson, also known as William Preston Gibson, and that he is buried in Carrollton Cemetery in the J. B. Humphreys Plot.

Affiant further declares that Claude Gibson, also known as William Preston Gibson was married but once and then to Corinne Shropshire. No children were born of this marriage and Claude Gibson, also known as William Preston Gibson, never adopted anyone.

Affiant further declares that Claude Gibson, also known as William Preston Gibson, died intestate on January 28, 1917, and that the information contained herein and the information in the memorandum attached hereto is accurate to the best of her knowledge and belief.

Lillia E. Humphreys Bethancourt
LILLIA E. HUMPHREYS BETHANCOURT

Sworn to and subscribed before me
this 19th day of October, 1978.

Stanwood R. Duval, Jr.
Notary Public

HEIRSHIP OF HUMPHREYS FAMILY BEGINNING
WITH ALEXANDER HUMPHREYS II, GREAT-
GRANDFATHER OF CLAUDE (WM. PRESTON)
GIBSON

Alexander Humphreys II, died "long before Civil War", buried in Red Church Cemetery, Destrahan, tomb destroyed during road building, wife of Emily Perrett died 1883; testacy or intestacy undetermined, no adoptions:

I. Alexander Humphreys III, died December 16, 1909, survived by six of fourteen children, others having died in childhood; married to Cecile Dupre who died in 1934 and who is buried in Carrollton Cemetery; he is buried in Metairie Cemetery (Army of Tennessee-Civil War Monument), no will and no adoptions:

(a) James (John) Brown Humphreys, died September 18, 1937, without issue, no will, Succession #219-043, Orleans Ph., was well known ward leader of 7th Ward; married but once and then to Emma Livaudais; reportedly buried in St. Mary Cemetery, Sq. 6, Row 14.

(b) Walter Humphreys, died intestate 1938, married twice, first to Daisy Hertzler, who died _____:

1. Mildred Humphreys _____, ~~Cleveland, Ohio~~. Walter Humphreys was married a second and final time to Lillia Ellisor, who is still living in New Orleans:

2. Clifford Joseph Humphreys, age 29, 1022 Marian Avenue, New Orleans, Phone: VE-58039.

(c) Albert David Humphreys, died intestate 1935, married once and then to Nora Humphreys, living 8426 Fig, New Orleans, no issue, adopted one child:

1. Edward Humphreys, 8426 Fig, phone disconnected as listed.

(d) Alexander Humphreys IV, married three times, first to _____ Gebhart, second to Marie Reach, third to Emily Tujaque; the first two marriages terminated by divorce and the third by the death of Alex; Alex IV died August 20, 1937, without issue and intestate, Succession #277-919, Orleans Ph.; buried Carrollton Cemetery Sq. 384, Row 6; no adoptions.

(e) Laura Humphreys, died in 1940's, intestate, was married to James Goutierrez, no issue and no adoptions.

(f) Daisy Humphreys Twiggs, living wife of John L. Twiggs, 8633 Zimpel Street, New Orleans.

II. Margaret Humphreys, died March 29, 1911, married to Emile Fortin, intestate, three children born, none adopted:

(a) Marguerite Murray, 346 S. Broad, New Orleans, Phone CA-9827, age 83, very good affiant.

(b) Ruth Fortin, same data as (a) immediately above, age 80.

(c) Louis Fortin, died intestate in 1901 at the age of 29, unmarried.

III. Amelia Humphreys, deceased, never married, intestate, was music teacher, buried Carrollton Cemetery, died after Claude (Wm. Preston), no succession. The date of death of Amelia has not yet been definitely established,* since her grave marker does not state the year; this information has been requested from the New Orleans Board of Health by our letter of October 16, 1956. (*Since this report was begun, the death date of Amelia Humphreys has been established by the N. O. Board of Health at October 23, 1922.)

Mr. Humphreys:

I have now located your sister, Mildred, and will furnish her complete address to you a little later.

Bill Selph

IV. Elizabeth Humphreys Reine, died 1877 in St. James Parish, reportedly intestate, was wife of Lauve Reine, deceased, two children were born and none were adopted:

(a) Mary Humphreys Reine, wife of Emile J. Berthcaud, living at 4617 Palmyra, New Orleans, Phone: GA-0449, can give no heirship information.

(b) Emily Reine, deceased wife of Alphonse Rivault, died intestate, buried in Catholic Cemetery, Brusle, La., died 1929, five children were born and none were adopted:

1. Robert Rivault, Colfax, Louisiana
2. Effie Rivault, wife of Lewis Plett, Crosslake, Minnesota.
3. Charles Rivault, died 1937, reportedly intestate, eight children, no adoptions:

- a. Charles Rivault, Jr., living Prairieville, La.
- b. Lawrence Rivault, living Prairieville, La.
- c. Theodore Rivault, living Gramercy, La.
- d. Hazel Rivault, living Prairieville, La.
- e. Ena Rivault, living Prairieville, La.
- f. Katherine Rivault Landry, living Prairieville, La.
- g. Emily Rivault Oubre, living Prairieville, La.
- h. Evelyn Rivault

4. Harry Rivault, deceased, intestate without issue, no adoptions.

5. Cinclare Rivault, died 1950, intestate, reportedly died at Addis, La., five children, no adoptions:

- a. Harry Rivault, Port Allen, La.
- b. Myrtle Rivault, wife of Roy Hebert, 900 Elm St., Plaquemine, La.
- c. Gloria Rivault, wife of Irvin P. Wilbert, Jr., Rt. 1, Box 103, Plaquemine, La.
- d. Nell Rivault, wife of Lester Griffon, 208 Rives Rd., Martinville, Virginia.
- e. Robert Rivault, 1218 Gayoso St., New Orleans (Kaufman & Co.)

V. Elodie Humphreys, died intestate April 29, 1882, Succession opened in Orleans Parish, married twice, first to William Preston Gibson, two children born and none adopted (to first marriage):

(a) William Preston Gibson, died in infancy.

(b) Claude Gibson, born 1863, died intestate January 28, 1917, married to Corinne Shropshire, no issue and no adoptions. Claude Gibson changed his name to William Preston Gibson, but members of family continued to call him Claude. He is buried in Carrollton Cemetery in what is now the "J. B. Humphreys Plot".

After her first husband died on December 9, 1865 in Washington County, Mississippi, Elodie Humphreys remarried a second and final time to Dorcino Fazende, no issue and no adoptions.

VI. Eulalie Humphreys, died 1883, was wife of Francois Trepagnier, who died in 1876, both intestate, two children were born and none were adopted:

(a) Alex Trepagnier, died intestate having never married.

(b) Arthur R. Trepagnier, died intestate September 13, 1943, nine children were born and none were adopted:

1. Dorothy Trepagnier Gouedy, New Orleans, Ph: CR-4726, 2704 Tonti Street. (Jenkins Book Co. TU-5125)
2. Edward R. Trepagnier, 521 41st Ave., Gulfport, Mississippi.

3. Arthur B. Trepagnier, 521 41st Ave., Gulfport, Mississippi.
4. Harold F. Trepagnier, Gulfport, Florida.
5. May T. Campbell, wife of Robert Campbell, 251 17th Street North, St. Petersburg, Florida.
6. Mrs. F. P. Setzler, 8295 Magnolia Avenue, Riverside, California.
7. Eulalie Trepagnier, married, died intestate without issue.
8. Esther Trepagnier, never married, drowned at age 15.
9. Marguerite Trepagnier, died of pneumonia in infancy.